



CITY OF STAFFORD

2610 SOUTH MAIN STREET • STAFFORD, TEXAS 77477
(281) 261-3900 • WWW.STAFFORDTX.GOV

AGENDA

REGULAR CITY COUNCIL MEETING

Wednesday, June 5, 2024, at 6:30 p.m.

City Hall, Council Chambers

2610 South Main St, Stafford, TX 77477

1. Call to Order.
2. Executive session as authorized by Chapter 551, Texas Government Code, Section 551.074 (1), to deliberate the duties of a public officer or employee (Public Works Director).

REGULAR SESSION BEGINS AT 7:00 P.M.

3. Pledges of Allegiance.
4. Consideration of appropriate action on items discussed in Executive Session.
5. Public Comments.
6. Recognition to the Stafford Police Department for receiving the 2023 Lexipol Gold Standard in Law Enforcement Policy Management award.
7. (a) Discussion regarding bids received for the Pike Road Improvements Project.
(b) Public Comments on item (a).
(c) Possible Consideration of appropriate action on item (a).
8. (a) Discussion of an ordinance amending Chapter 102 of the Code of Ordinances, the same being the City's Comprehensive Zoning Ordinance, to grant a Specific Use Permit, for the operation of an daycare facility, located at 435 FM 1092, Suite Z-1.
(b) Public Hearing.
(c) Possible Consideration of appropriate action on item (a).

9. (a) Discussion of an ordinance amending Chapter 102 of the Code of Ordinances, the same being the City's Comprehensive Zoning Ordinance, to grant a Specific Use Permit, for the operation of an daycare facility, located at 12331 Murphy Road.
(b) Public Hearing.
(c) Possible Consideration of appropriate action on item (a).
 10. (a) Discussion regarding the purchase of fifteen (15) portable radios for the Fire Department.
(b) Public Comments on item (a).
(c) Possible Consideration of appropriate action on item (a).
 11. (a) Discussion regarding the purchase of a ladder truck for the Fire Department in Fiscal Year 2026.
(b) Public Comments on item (a).
(c) Possible Consideration of appropriate action on item (a).
 12. (a) Discussion regarding transferring \$37,000 from the Contingency Fund to Professional Services for fire plan review.
(b) Public Comments on item (a).
(c) Possible Consideration of appropriate action on item (a).
 13. (a) Discussion regarding Requests for Qualification (RFQ) proposals received for engineering services for the Community Block Grant Regional Mitigation Program.
(b) Public Comments on item (a).
(c) Possible Consideration of appropriate action on item (a).
 14. (a) Discussion regarding City Council to authorize the issuance of all Requests for Proposals (RFPs) and Requests for Qualifications (RFQs).
(b) Public Comments on item (a).
(c) Possible Consideration of appropriate action on item (a).
 15. (a) Discussion regarding appointing Lawrence Vaccaro as Interim Public Works Director until a full-time Public Works Director is hired.
(b) Public Comments on item (a).
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- (c) Possible Consideration of appropriate action on item (a).
16. (a) Discussion regarding retaining or eliminating archived videos of all televised meetings to include City Council, Stafford EDC, Planning and Zoning Commission, Stafford MSD Board meetings, and all joint or special called meetings.
(b) Public Comments on item (a).
(c) Possible Consideration of appropriate action on item (a).
17. City Board and Commission Appointments:
(a) Planning & Zoning Commission
(b) Stafford Economic Development Corporation (SEDC)
(c) Public Comments on items (a) – (b).
(d) Possible Consideration of appropriate action on items (a) – (b).
18. City Council & Advisory Committees Appointments:
(a) Humane
(b) Technology & Multimedia
(c) Fourth of July
(d) Finance
(e) Compensation, Personnel Policy, & Benefits
(f) Legislative
(g) Stafford Centre
(h) Juneteenth
(i) Public Comments on items (a) – (h).
(j) Possible Consideration of appropriate action on items (a) – (h).
19. (a) Discussion regarding security being provided at all public meetings.
(b) Public Comments on item (a).
(c) Possible Consideration of appropriate action on item (a).
20. Council Reports: The Mayor and Council may make announcements of community interest on the following items:
(1) expressions of thanks, congratulations, or condolence.
(2) information regarding holiday schedules.
(3) an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a

change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision.

(4) a reminder about an upcoming event organized or sponsored by the governing body.

(5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and

(6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

21. (a) Consent Agenda (Items i.-x.). Any item tagged will be discussed and considered at the conclusion of this item or at the next regular City Council Meeting; any item approved will include payment of expenses.

(i.) Investment Report for period ending April 30, 2024.

(ii.) Resolution approving the agreement with RBC Capital Markets, LLC for financial services.

(iii.) Training request by Chief of Police Richard Ramirez for D. Hayden to attend ICC Spanish for Law Enforcement training, in the amount of \$00.00.

(iv.) Resolution approving the agreement with Whitley Penn for auditing services.

(v.) Request by Fire Chief Larry DiCamillo to appoint two (2) additional Interim Duty Crew Captains and three additional (3) Interim Duty Crew Lieutenants for the Fire Department.

(vi.) Resolution approving TGM Digital Media and Printing as an authorized vendor for printing services.

(vii.) Training request by Senior Development Services Specialist Laura Morales for I. Rico to attend the PHCC Continuing Education course, in the amount of \$100.00.

(viii.) Resolution approving an extension agreement with Westco Grounds Maintenance Co., Inc. for landscaping services.

(ix.) Resolution approving Court Hardware as an authorized vendor for City supplies.

- (x.) Resolution approving the agreement with Conventions Sports and Leisure International, LLC (CSL) for the feasibility/master plan study of the Stafford Centre.
 - (b) Public Comments on item (a).
 - (c) Possible Consideration of appropriate action on items (i.-x.).
22. (a) Approval of Minutes from the May 15, 2024 Regular City Council Meeting.
- (b) Public Comments on item (a).
- (c) Possible Consideration of appropriate action on item (a).
23. Council Member requests for future agenda items.
24. Adjournment.

I CERTIFY THAT THE ABOVE NOTICE OF MEETING AND AGENDA WAS POSTED ON THE BULLETIN BOARD OF THE STAFFORD CITY HALL ON MAY 31, 2024.



Roxanne Benitez, TRMC, CPM, CMCC
City Secretary

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made at least forty-eight (48) hours prior to this meeting. Please contact the City Secretary's Office at (281) 261-3900 for further information.



STAFFORD POLICE DEPARTMENT

2702 South Main Street
Stafford, Texas 77477-5599
PHONE: (281) 261-3950
FAX: (281) 499-9744

Memo

M-PD-1927

To: Mayor Ken Mathew and Council
From: Richard S. Ramirez, Chief of Police
Date: May 29, 2024
Re: Lexipol Recognition

Mayor & Council

This memo is to inform you that for the second year, the Stafford Police Department has been recognized nationally for Law Enforcement Policy Management.

The Stafford Police Department's policies are managed by the command staff with a product platform called Lexipol, and because of the hard work and diligence of the command staff, Stafford Police Department has been awarded the Gold Standard for 2023.

I would like to recognize Captain Cohn specifically, because he is responsible for ensuring that all policies are maintained and up to date. The command staff meets and confers about each policy update and makes recommendations to the Chief prior to any policy changes.

I would also like to thank the Mayor and City Council for providing this valuable resource platform to maintain our department policies.

Should you have any questions please feel free to contact me.

RSR:rbc



Public Works

Memo

Date: May 28, 2024

To: Mayor Ken Mathew and Council

From: Laura Morales, Senior Development Services Specialist

Re: Pike Road Construction Project

A Request for Proposals (RFP) was issued on May 15th, 2024. The RFQ process was conducted by Jones Engineering, who is here tonight to present the bid award.

If approved, the resolution as well as the agreement will be presented at the June 26 City Council meeting for consideration.

If you have any questions or need further information, please contact myself or Mr. Scott McElrath.



11211 Katy Freeway, Suite 325
Houston, Texas 77079
Office: 832-834-5496
Texas Firm Reg. No. F- 15666

May 30, 2024

Honorable Mayor and City Council
City of Stafford
2610 S Main Street
Stafford, Texas 77477

Attn: Laura Morales

Re: Recommendation of Award
City of Stafford Pike Road Improvements
JES No.: 027-048

Dear Honorable Mayor and City Council:

A total of four bids were received and opened at 2 p.m. Wednesday, May 28, 2024, for City of Stafford Pike Road Improvements. A copy of the Bid Tabulation Summary and Bid Breakdown are attached.

Cracon, Inc. was the lowest bidder. We have not worked with Cracon, Inc., but have verified its qualifications, and find it to be an acceptable contractor. We recommend the reference contract be awarded to Cracon, Inc., based on its Total Base Bid in the amount of \$ 2,828,850.20.

If you agree with our recommendation, please sign below approving the contract award Cracon, Inc.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Jones".

J.R. (Bob) Jones, P. E.
City Engineer

JRJ/rhj/dis

Attachment: Bid Tab Summary, Bid Breakdown

Approved By:

Mayor Ken Mathew

Date

5-30-24



CITY OF STAFFORD

PUBLIC WORKS DEPARTMENT

TO: CITY COUNCIL
FROM: THOMAS COON, CITY PLANNER
SUBJECT: PROPOSED ZONING AMENDMENT
DATE: JUNE 5, 2024

Zoning Amendments Proposed

The purpose of this memo is to propose the adoption of an ordinance amending Chapter 102 of the Code of Ordinances, the same being the City's Comprehensive Zoning Ordinance, to consider a Specific Use Permit application from Higher Learning Academy, for the operation of a daycare facility, located at 435 FM 1092 Suite Z-1

Staff and P&Z both recommend approval for this SUP.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS, AMENDING CHAPTER 102 OF THE CODE OF ORDINANCES OF THE CITY, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, BY GRANTING A SPECIFIC USE PERMIT TO HIGHER LEARNING ACADEMY TO ALLOW FOR THE OPERATION OF A "SCHOOL, NURSERY" LOCATED AT 439 FM 1092 SUITE Z-1 LOCATED IN THE PRIMARY CORRIDOR ZONING DISTRICT (PC); PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR VIOLATION OF ANY PROVISION HEREOF.

* * * * *

WHEREAS, pursuant to Chapter 102, "School, nursery" must be granted a Specific Use Permit for operation within the Primary Corridor District in the City of Stafford, Texas; and

WHEREAS, Cedric Nelson, the Owner of Higher Learning Academy, has applied for a Specific Use Permit to operate a "School, nursery"; and

WHEREAS, the City's Planning and Zoning Commission has discussed the application for the specific use permit and made a report which the City Council has considered in making its decision; and

WHEREAS, the City Council of the City has, in the time and manner and after the notice required by law and the City's Zoning Ordinance, conducted a public hearing on the request for the granting of the Specific Use Permit described above; and

WHEREAS, the City Council has given due regard to the nature and condition of adjacent land, uses and structure; and

WHEREAS, the City Council deems it appropriate to approve such request. **Now, therefore,**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS:

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct and are incorporated into this ordinance for all purposes.

Section 2. In determining whether this ordinance granting this Specific Use Permit should be adopted, the City Council has considered uses of abutting property and other property in the vicinity, the compatibility of such proposed specific use with the abutting and area uses, giving due consideration to the preservation and character of the neighborhoods, accessibility for vehicular and pedestrian traffic, including the condition of streets, alleys and sidewalks, and other means of ingress and egress to public streets, and the adequacy of drainage and off-street parking.

Section 3. A Specific Use Permit for use of the Property for the purpose of operating a “School, nursery,” subject to the terms and conditions set forth below, is hereby granted to the Owner.

Section 4. The Official Zoning District Map of the City shall be revised and amended to show the specific use authorized hereby for the Property as provided in Section 3 hereof, with the appropriate references thereon to the number and effective date of this Ordinance and a brief description of the nature of the specific use authorized.

Section 5. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any other ordinance of the City, save and except the granting of the Specific Use Permit as herein provided.

Section 6. The Specific Use Permit granted hereby shall be null and void after the expiration of one (1) year from the date of adoption hereof unless the construction of the change in Specific Use herein authorized is commenced on the

Property within said one (1) year period, or unless an extension of time is approved by City Council.

Section 7. The specific use authorized and permitted hereby shall be, and is subject to, the following additional limitations, restrictions, and conditions:

- A. Compliance with Application. The granting of the Specific Use Permit shall be, and is hereby, conditioned upon the Property being used as indicated in the application to the City of Stafford attached hereto as a part of Exhibit "A" and made a part hereof for all purposes.

Section 8. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

Section 9. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Stafford, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED, APPROVED, AND ADOPTED on this the ____ day of _____, 2024.

Ken Mathew, Mayor

ATTEST:

Roxanne Benitez, City Secretary

EXHIBIT A
**SPECIFIC USE PERMIT
APPLICATION**

Submission of this application does not constitute the granting of approval. All appropriate requirements must be met prior to this project being presented for approval to the appropriate authority. The City of Stafford reserves the right to request additional information to ensure a complete review of this project.

Contact Information

Applicant Information (Property Owner/Developer):

Business Name: Higher Learning Academy

Name: Cedric Nelson

Address: 1011 Columbia Blvd
Missouri City, TX 77489

(Please use an address that can accept overnight
packages)

Phone: [REDACTED]

Email: [REDACTED]

Agent Information:

Business Name: Boehk Real Estate Sr

Name: Richard Boehk

Address: 7103 Greatwood Glen Ct
Sugar Land 77479

(Please use an address that can accept overnight
packages)

Phone: [REDACTED]

Email: [REDACTED]

Please note: both applicant and agent will receive all official correspondence on this project.

Property Information

Address or location: 425 FM 1092 Z-1

Land Area (Ac. Or Sq. Ft.): 4,000 Existing Zoning: yes

Existing Use: Daycare Children

Proposed Use: Daycare Children

Pre-Development

Have you held a pre-development meeting with the city about this project? No

Have you discussed this proposal with city staff? If yes, what issues were discussed? No

This application and any application supplement will not be considered complete without the notarized signature of all property owners of record, which shall serve as an acknowledgment of the submittal of this application for approval. The property owner's signature below shall also serve as authorization for the above applicant or agent to act on behalf of said property owner.

Cedric T. Nelson

Property Owner Signature

Cedric T. Nelson

Property Owner Name (Printed)

If more than one owner, please submit additional pages

STATE OF Texas, COUNTY OF Fort Bend

The foregoing instrument was acknowledged before me this 9th day of Feb, 2024

by Cedric Tyrone Nelson who is personally known to me or who has produced

Texas DL as identification.

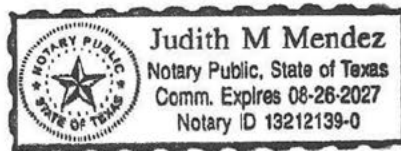
Judith M. Mendez

Signature of Notary

Judith M Mendez

Type or Print Name of Notary

08/26/2027 Commission Number (Seal)



(For office use only)

INTAKE REVIEWER - SIGNATURE

DATE

Andre Simon -
Architectural Engineer
6220 Westpark Dr
Suite 149 PMB109
Houston, Tx 77057
713-628-3648

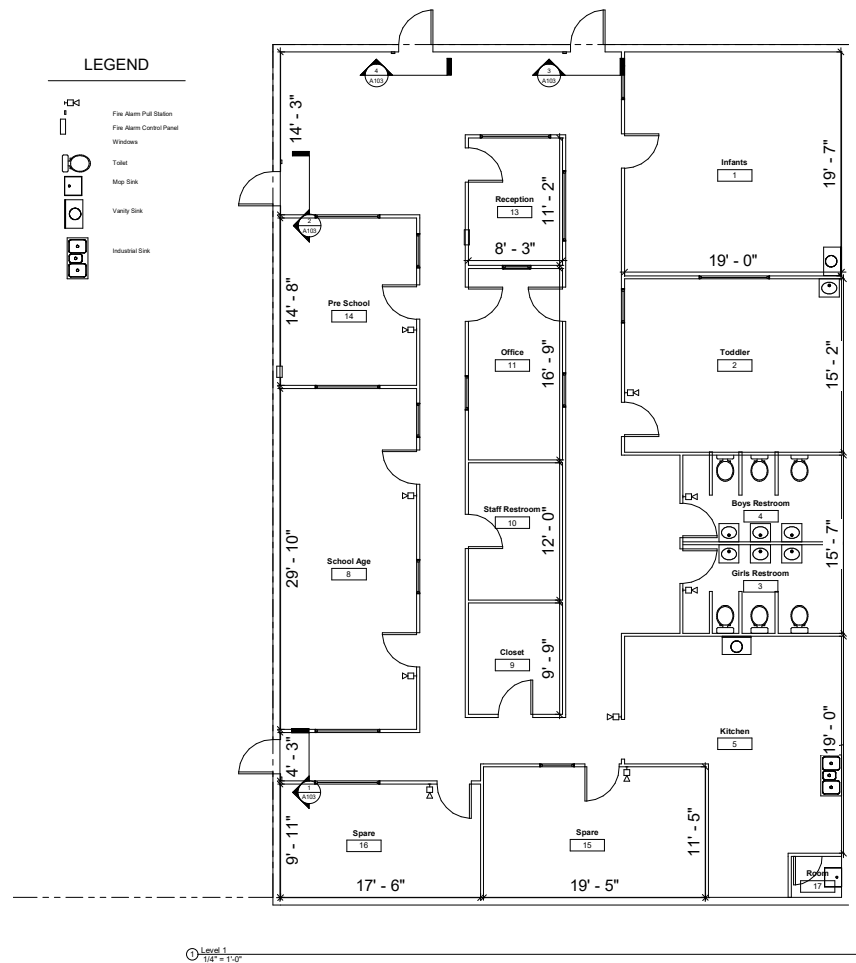
Andre Simon -
Architectural Engineer
6220 Westpark Dr
Suite 149 PMB109
Houston, Tx 77057
713-628-3648

[illegible]

Floor Plan

Checked by	Checker

Scale	1/4" = 1'-0"
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Estate St

Avenue E

Avenue E

Avenue E

Avenue E

True Jesus Church

Royal Wash Mobile
Detailing & Car Wash...

Car wash US90

Leonetti Graphics



Ranger Analytics



Nick's Auto body repair



Shiny Silks & Boutique
Clothing store



Crown Furniture
Furniture store



Ghazal India Cafe
Indian • \$\$



Alamo Travel



Emmanuel
Pentecostal Church



Fence Repair Houston



1092

Murphy Rd

Murphy Rd



CITY OF STAFFORD

PUBLIC WORKS DEPARTMENT

TO: CITY COUNCIL
FROM: THOMAS COON, CITY PLANNER
SUBJECT: PROPOSED ZONING AMENDMENT
DATE: JUNE 5, 2024

Zoning Amendments Proposed

The purpose of this memo is to propose the adoption of an ordinance amending Chapter 102 of the Code of Ordinances, the same being the City's Comprehensive Zoning Ordinance, to consider a Specific Use Permit application from Curious Minds Learning Center, for the operation of a daycare facility, located at 12331 Murphy Rd.

Staff recommends approval for this SUP.

P&Z Recommends approval under the condition that the vegetation fronting Murphy Rd is trimmed to improve visibility.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS, AMENDING CHAPTER 102 OF THE CODE OF ORDINANCES OF THE CITY, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, BY GRANTING A SPECIFIC USE PERMIT TO CURIOUS MINDS LEARNING CENTER TO ALLOW FOR THE OPERATION OF A "SCHOOL, NURSERY" LOCATED AT 12331 MURPHY ROAD LOCATED IN THE PRIMARY CORRIDOR ZONING DISTRICT (PC); PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR VIOLATION OF ANY PROVISION HEREOF.

* * * * *

WHEREAS, pursuant to Chapter 102, "School, nursery" must be granted a Specific Use Permit for operation within the Primary Corridor District in the City of Stafford, Texas; and

WHEREAS, Saif Moosavi, the Owner of Curious Minds Learning Center, has applied for a Specific Use Permit to operate a "School, nursery"; and

WHEREAS, the City's Planning and Zoning Commission has discussed the application for the specific use permit and made a report which the City Council has considered in making its decision; and

WHEREAS, the City Council of the City has, in the time and manner and after the notice required by law and the City's Zoning Ordinance, conducted a public hearing on the request for the granting of the Specific Use Permit described above; and

WHEREAS, the City Council has given due regard to the nature and condition of adjacent land, uses and structure; and

WHEREAS, the City Council deems it appropriate to approve such request. **Now, therefore,**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS:

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct and are incorporated into this ordinance for all purposes.

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Section 3. A Specific Use Permit for use of the Property for the purpose of operating a "School, nursery," subject to the terms and conditions set forth below, is hereby granted to the Owner.

Section 4. The Official Zoning District Map of the City shall be revised and amended to show the specific use authorized hereby for the Property as provided in Section 3 hereof, with the appropriate references thereon to the number and effective date of this Ordinance and a brief description of the nature of the specific use authorized.

Section 5. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any other ordinance of the City, save and except the granting of the Specific Use Permit as herein provided.

Section 6. The Specific Use Permit granted hereby shall be null and void after the expiration of one (1) year from the date of adoption hereof unless the construction of the change in Specific Use herein authorized is commenced on the

Property within said one (1) year period, or unless an extension of time is approved by City Council.

Section 7. The specific use authorized and permitted hereby shall be, and is subject to, the following additional limitations, restrictions, and conditions:

- A. Compliance with Application. The granting of the Specific Use Permit shall be, and is hereby, conditioned upon the Property being used as indicated in the application to the City of Stafford attached hereto as a part of Exhibit "A" and made a part hereof for all purposes.

Section 8. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

Section 9. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Stafford, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED, APPROVED, AND ADOPTED on this the ____ day of _____, 2024.

Ken Mathew, Mayor

ATTEST:

Roxanne Benitez, City Secretary

EXHIBIT A
**SPECIFIC USE PERMIT
APPLICATION**

SPECIAL NOTICE

Contact Information

Property Information

Pre-Development

Yes, Over the phone

Yes, we are the new owners of an existing childcare/Daycare facility, we purchased the property in October 2023, currently no business is being operated on this premises. We would like to continue to lease this property as a daycare center.

Project Description

Please provide a detailed description of the project. Include information such as square footage of building, building materials, hours of operations, number of employees along with how project is in compliance with the Comprehensive Zoning Ordinance and the Comprehensive Plan. How the proposed specific use is compatible with and preserves the integrity of adjacent development and neighborhood. Please identify if there are any adverse impacts and how these impacts will be mitigated.

- This building is an existing Childcare/Daycare Center that we purchased on October 5th 2023.
- The facility is currently closed and no business is being conducted on this premises.
We would like to get the necessary permits to start operating & leasing this facility as a Childcare/Daycare Center.
- The builtout area is about 8,250 sq feet
- We will be operating the business from Monday thru Saturday 6am - 7pm
- There will be around 9 employees at this facility.
- This facility will provide childcare services to hundreds of families who live around the area and will be a great service to the community.

ACKNOWLEDGMENTS

This application and any application supplement will not be considered complete without the notarized signature of **all property owners of record**, which shall serve as an acknowledgment of the submittal of this application for approval. The property owner's signature below shall also serve as authorization for the above applicant or agent to act on behalf of said property owner.

[Handwritten signature]

Izathunisa Moosavi

[Redacted]

Phone: [Redacted]

If more than [Redacted]

STATE OF TX COUNTY OF Harris

The foregoing instrument was acknowledged before me this 4th day of March 2024

by Izathunisa Moosavi who is personally known to me or who has produced

Driver's license [Redacted] as identification.

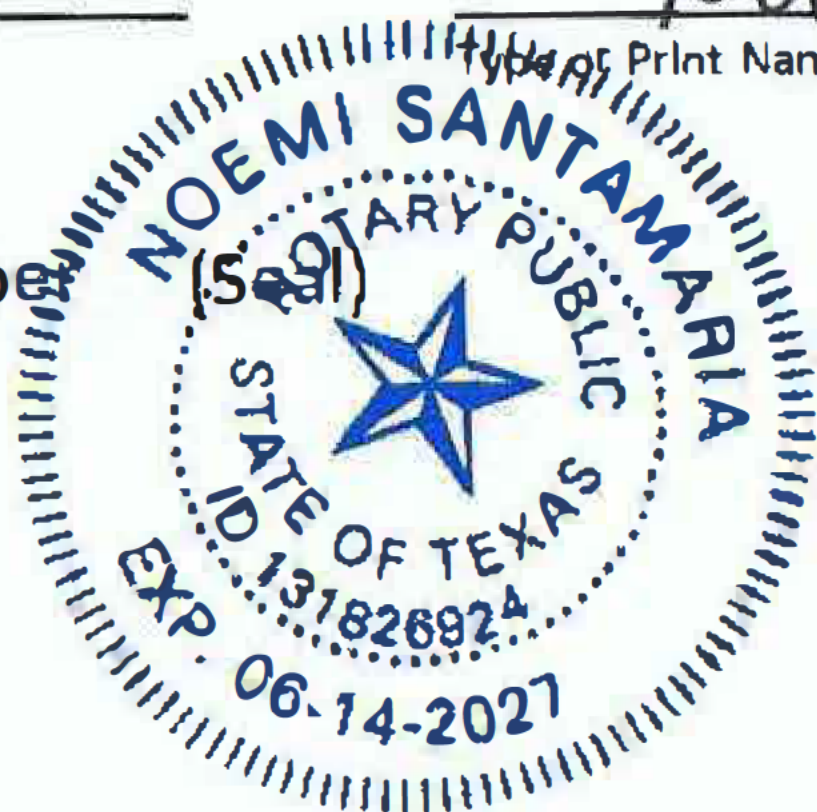
[Handwritten signature]

Signature of Notary

Noemi Santamaria

Print Name of Notary

06-14-2027 Commission Number



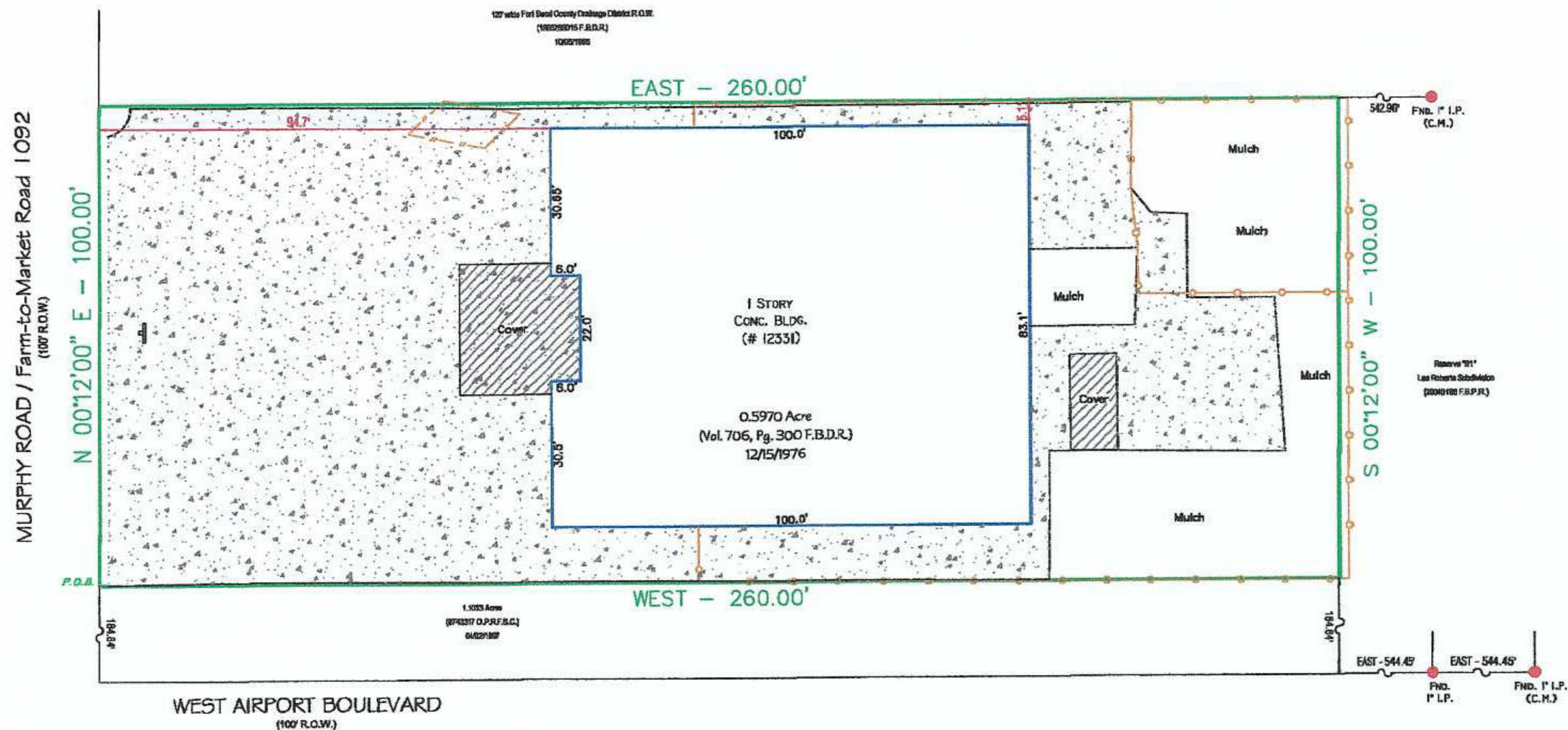
(For office use only)

INTAKE REVIEWER - SIGNATURE

DATE

This property appears to be out of the 100 year flood plain (Zone X); as per insurance rate map 4815/C0165 L, dated 04/02/2014.

This determination is to be used for flood insurance rate purposes ONLY and is NOT to be relied upon for ANY other purpose. Surveyor makes no representation as to whether property may Flood.



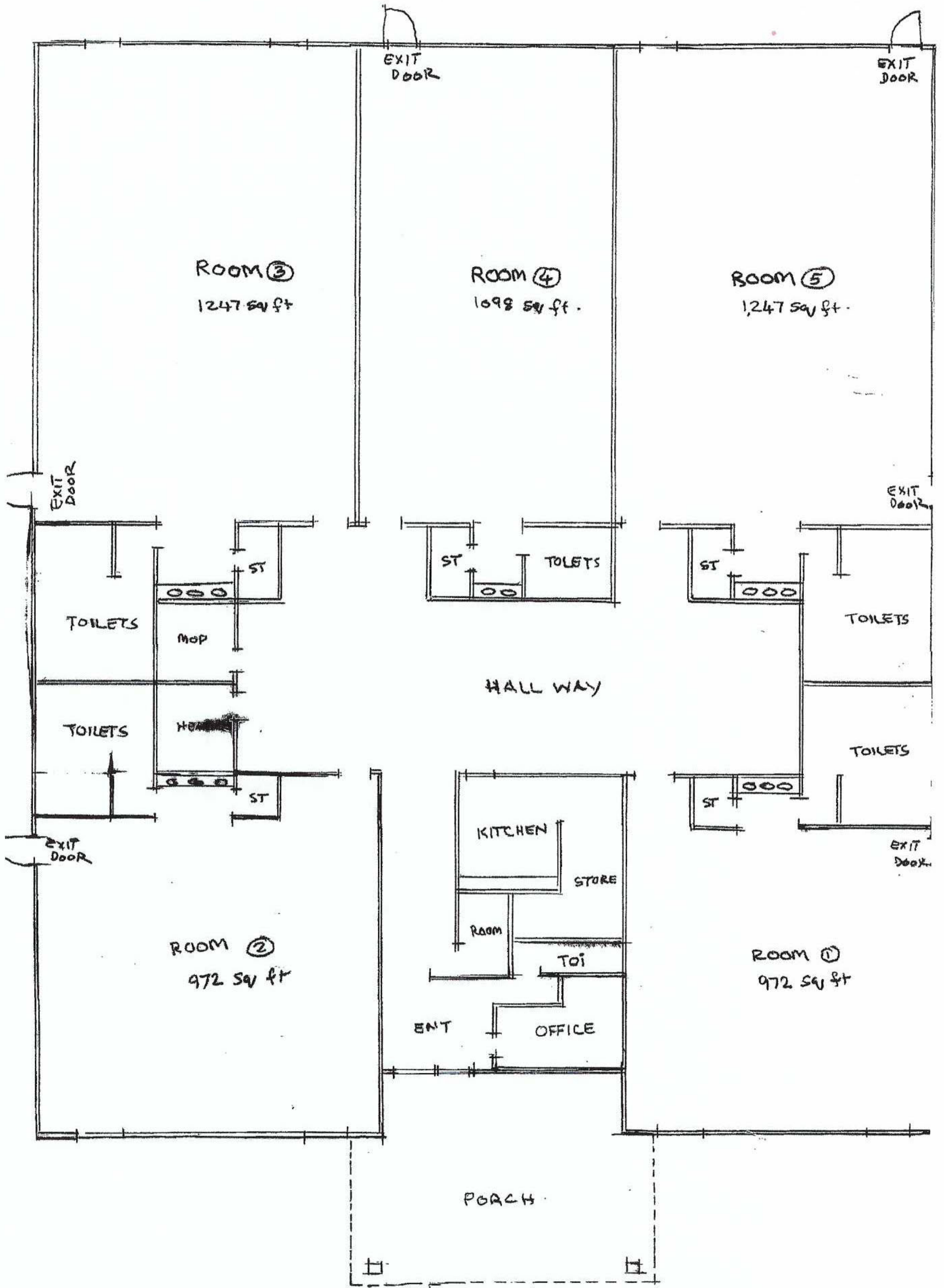
I hereby certify that this survey was this day made on the ground, under my supervision, and represents the property legally described herein. Based upon the facts found at the time of the survey and the exceptions identified in the plat, the surveyor provides, to the best of my knowledge, there are no visible encroachments, easements or other matters of record.

Barry D. Adkins
09/20/2023
For DaRam Engineers, Inc.
Barry D. Adkins, R.P.L.S. No. 6137

This survey is certified for this transaction only. It is not transferable to additional individuals or subsequent owners. If this survey does not bear an original BLUE seal it is invalid and should not be relied upon for any purpose.

Notes:
- Basis for Bearings: Volume 706, Page 300 of the Fort Bend County Deed Records.
- Distances shown are ground distances.
- All abstracting done by title company.
- All B.L.'s & U.E.'s taken from recorded plat unless otherwise noted.
- Dimension lines from improvements to property lines are calculated and should NOT be relied upon for construction and/or removal of any improvements including fences.
- Building dimensions may not be used to calculate square footage.
- This property subject to any and all recorded and unrecorded easements. Surveyor has made no investigation or independent search for easements of record, encroachments, restrictive covenants or ownership title evidence.

ACREAGE: 0.5970	SURVEY: GEORGE H. BALL	ABSTRACT: 541
RECORDATION: VOLUME 706, PAGE 300 OF THE DEED RECORDS	COUNTY: FORT BEND	
ADDRESS: 12331 MURPHY ROAD	CITY: STAFFORD	STATE: TEXAS
		20' CORNERS 77477
This survey was prepared without the benefit of a title commitment and may not show all building lines, easements or other matters of record.		
 11600 Highway 290, Suite 306 Houston, Texas 77042 (713) 826-1362 • Email: info@daaram.com		
Survey Plat #: 10194622 Engineering Firm #: F-0023		Field Order: JP Dated: 09/20/23 Project #: 5282271421-Murphy/12331





City of Stafford

Budget Clearance Form

★
KM

Description of Requested Item - (Please attach all supporting documentation)

Purchase of (15) portable radios to replace existing unsupported portable radios. This purchase was included within the FY24 budget.

Classification of Expenditure (check the one that applies)

☐

Emergency

☐

Critical

☐

Very Necessary

☒

Normal

☐

Grant Funds - Paid in Advance

☐

Grant Funds - Reimbursement

Agenda Date:

June 5, 2024

Requested By:

L. Di Camillo

Department:

Fire Department

Department Head
Approval:

★
[Signature]

Budget

Budget Line Item 101-522-561

Expenditure Required \$99,115

Current Budget \$100,000

Additional Funding \$0

Funding Source FY24 Budget

Finance Approval:

★
[Signature: Anika Shah]

Date:

5/23/24

Mayor's Comments

Mayor's Approval for
Discussion Item

Mayor's Approval
for Consent Agenda

★
Ken Maden

Date:

Date:

5/24/24

Rejected by Mayor for
Inclusion on Agenda

Date:

★
See the
explanation
above by
Chief DiCamillo



**City of Stafford
Fire Department**
2510 S. Main, Stafford, Texas 77477
281.208.6984



To: Mayor Matthew and City Council
From: L. Di Camillo, Fire Chief
Date: May 20, 2024
Reference: Portable Radio Purchase

I would like to request approval to move forward with the purchase of 15-portable radios as included within the FY24 budget. The recommended brand is L3Harris radios with the purchase to be made factory direct. These radios are needed to replace existing portable radios which are no longer supported with parts or service.

The total cost is \$99,114.75 (see attachment) with the purchase to be made via cooperative purchasing agreement.

If I can answer any questions, or provide any additional information, please do not hesitate to let me know.



L3Harris Technologies, Inc.
Public Safety and Professional Communications
221 Jefferson Ridge Parkway
Lynchburg, Virginia 24501
Phone: 1-800-368-3277
Fax: 321-409-4393

Quote Name: Stafford Fire Dept_XL400P_28900_051324

Date: 5/13/2024 Valid for 30 days

Sales POC: Harry Maddox
Sr. Critical Comms Consultant - TX, AR
214-356-2513

Lawrence Di Camillo
Fire Chief, FSCEO, CFE
Stafford Fire Department
2510 S. Main St.
Stafford, TX 77477
(281) 208-6983
LDiCamillo@staffordtx.gov

L3Harris' Internal Use Only

Quote by: S. Spence
CRM #
CCC Case # INC-000302605

Item	Part Number	Description	Qty	List Price	Discount	Sale Price	Extended Sale Price
1	XF-PFM1P-NA	PORTABLE,XL-400P,XTRMKP,PGRN,NA	15	\$ 9,995.00	26%	\$ 7,396.30	\$ 110,944.50
2	XF-FW2X	OPERATION,LOAD NIFOG PERSONALITY	15	\$ 0.01	100%	\$ -	\$ -
3	XF-PL4F	FEATURE,P25 PHASE 2 TDMA	15	\$ 275.00	26%	\$ 203.50	\$ 3,052.50
4	XF-PL8Y	FEATURE, ENCRYPTION LITE	15	\$ 0.01	100%	\$ -	\$ -
5	XF-PL9E	FEATURE,SINGLE-KEY AES ENCRYPTION	15	\$ 0.01	100%	\$ -	\$ -
6	XF-PL4U	FEATURE,SINGLE-KEY DES ENCRYPTION	15	\$ 0.01	100%	\$ -	\$ -
7	XF-LLA	FEATURE,LINK LAYER AUTHENTICATION	15	\$ 140.00	26%	\$ 103.60	\$ 1,554.00
8	XF-PKGPT	FEATURE PACKAGE,P25 TRUNKING	15	\$ 1,800.00	26%	\$ 1,332.00	\$ 19,980.00
9	XF-PL4L	FEATURE,SINGLE BAND 7/800	15	\$ 0.01	100%	\$ -	\$ -
10	XF-AN9F	ANTENNA,FLEX,HELICAL,XTRM,136-870 MHZ	15	\$ 140.00	26%	\$ 103.60	\$ 1,554.00
11	XF-AE3H	SPKR MIC, XL XTRM, NFPA 1802 W/UDC, GRN	15	\$ 825.00	26%	\$ 610.50	\$ 9,157.50
12	XF-HC7P	CASE, EXTREME RADIO	15	\$ 160.00	26%	\$ 118.40	\$ 1,776.00
13	XF-HC7L	STRAP,EXTREME REFLECTIVE,STANDARD LENGTH	15	\$ 125.00	26%	\$ 92.50	\$ 1,387.50
14	XF-HC7R	ANTI-SWAY STRAP, EXTREME	15	\$ 20.00	26%	\$ 14.80	\$ 222.00
15	XF-HC3L	BELT CLIP,METAL	15	\$ 35.00	26%	\$ 25.90	\$ 388.50
16	XF-CH6H	CHARGER, VEHICULAR, PREMIUM, XL-400P	15	\$ 265.00	26%	\$ 196.10	\$ 2,941.50
17	XF-PA4N	BATTERY, LI-ION, XTRM	15	\$ 275.00	26%	\$ 203.50	\$ 3,052.50
18	YZ-SP2X	TRADE-IN CREDIT	15			\$ (3,793.05)	\$ (56,895.75)

Lead time is subject to material availability at time of order

Total Sale Price \$ 99,114.75

Terms and Conditions:

The terms and conditions of this quote are governed by the System Purchase Agreement between L3Harris Technologies and STATE OF TEXAS DEPARTMENT OF INFORMATION

1. RESOURCES CONTRACT FOR PRODUCT, SERVICES, AND RELATED SERVICES. Please reference MBP# 28900, contract # DIR-CPO-4794 and SIT 992267 | Harris Co TxWARN Special Pricing

2. Storing battery packs is not recommended because the chemicals in the battery degrade over time and this affects the functionality of the battery. Batteries that have been stored for longer than their warranty period (12 months) may become non-functional and will not be covered under L3Harris battery warranty.

Purchase Order requirements:

Purchase Order issued to L3Harris Technologies - PSPC - 221 Jefferson Ridge Parkway - Lynchburg, VA 24501

The Purchase Order should include the following references:

Quote Name, Contract, and/or MBP# reference (as noted in #1 above if applicable), and CRM# listed on quote, if applicable.

All orders must contain valid model number, quantity, and price for each item

Frequencies must be supplied with order if applicable

Requested Delivery Date; If related to Grant Funding, important to provide Grant name, Agency, deadline and product receipt deadline, when applicable.

Shipping will default to Best Way, 5 day ground, unless otherwise specific. Special shipping/delivery instructions (ex. Delivery lift gate required?) must be noted if applicable. Non Standard packing will be billed to the customer.

Bill to and Ship to addresses must be included. If account number is available, please provide. If you have not ordered from Harris (or an authorized Harris dealer) before, please provide contact information to enable account setup.

Harris DUN5#: 101474992; Cage Code: 1PNR4; Tax ID 34-0276860.



City of Stafford
Budget Clearance Form

Description of Requested Item - (Please attach all supporting documentation)
Emergency purchase of replacement of 107' aerial ladder due to significant repair needs.

Classification of Expenditure (check the one that applies)	
<input checked="" type="checkbox"/> Emergency	<input type="checkbox"/> Normal
<input type="checkbox"/> Critical	<input type="checkbox"/> Grant Funds - Paid in Advance
<input type="checkbox"/> Very Necessary	<input type="checkbox"/> Grant Funds - Reimbursement

Agenda Date: June 5, 2024	Requested By: L. Di Camillo
Department: Fire Department	Department Head Approval:

Budget	
Budget Line Item	TBD
Expenditure Required	\$261,178
Current Budget	\$0
Additional Funding	\$0
Funding Source	FY26 Budget

Finance Approval:	Date:

Mayor's Comments
CFO's comment - If approved, the first lease payment will be due in June 2026. The City's current financial model does not have capacity to fund this annual lease payment.

Mayor's Approval for Discussion Item	<i>Ken Matlew</i>	Mayor's Approval for Consent Agenda	
Date:	<i>5/31/24</i>	Date:	
Rejected by Mayor for Inclusion on Agenda		Date:	



City of Stafford Fire Department

10210 Mula Rd., Stafford, Texas 77477
281.208.6984



To: Mayor Matthew and City Council
From: L. Di Camillo, Fire Chief
Date: May 28, 2024
Reference: Emergency Apparatus Purchase

On May 14, 2024, one of the departments ladder trucks experienced a mechanical issue which required the removal of the apparatus from service. Upon assessment by a mechanic from the engine manufacturer it was determined the apparatus be removed via tow truck to the engine manufacturer's service center for further diagnostics.

Being removed by tow truck, the apparatus was evaluated by Cummins and the determination made that a complete engine rebuild is necessary, a \$40,000-\$50,000 repair. In reviewing the maintenance history of this apparatus in FY24 YTD \$35,812 has been spent on this apparatus. Adding in the current repair costs the serviceability and maintenance cost ratio results in a cost per run (CPR) of \$141.28 per emergency response. When comparing this to the department's other heavy apparatus this CPR amount is over 3-times higher than the department's other ladder truck and almost 9-times higher than the department's most expensive pumper apparatus.

Given the advanced age of this apparatus at 8-years old, the increasing and significant maintenance costs as well as decreasing serviceability the recommendation is to remove this apparatus from the fleet via trade-in and purchase its replacement. While not inexpensive, this course of action will remove this costly apparatus from the fleet, reduce overall maintenance costs and avoid ever increasing market costs. The recommended method of purchase, in consultation with Finance Director Alka Shah, is to engage Government Capital in a 10-year lease purchase agreement with an annual payment of \$261,178 with the 1st payment not due until November 2025 (FY26). The sale price of the proposed replacement apparatus and limited necessary loose equipment is \$1,930,144 and would be made via a cooperative purchasing agreement from Siddons-Martin Emergency Group of Houston, Texas. Additionally, until the arrival of the new apparatus, a loaner apparatus will be provided at no cost to function in a reserve capacity for the department.

Your consideration on this matter is greatly appreciated to ensure the department's ability to continue serving our community. If I can answer any questions, or provide any additional information, please do not hesitate to let me know.

Siddons Martin Emergency Group, LLC
 3500 Shelby Lane
 Denton, TX 76207
 GDN P115891
 TXDOT MVD No. A115890

May 28, 2024

LARRY DiCAMILLO, CHIEF
 STAFFORD FIRE DEPARTMENT
 2610 SOUTH MAIN
 STAFFORD, TX 77477



Proposal For: 2024 Stafford Stock Aerial

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to STAFFORD FIRE DEPARTMENT. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB STAFFORD FIRE DEPARTMENT and training on operation and use of the apparatus.

Description	Amount
Qty. 1 - Stock (TBD) - Pierce-Custom Enforcer Aerial, HD Ladder 107' ASL	
(Unit Price - \$2,080,344.00)	
Delivery within 6-7 months of order date	
QUOTE # - SMEG-0007803-0	
Vehicle Price	\$2,080,344.00
Loose Equipment	\$200,000.00
5 yr Vital Trends Wrap Warranty	\$37,800.00
2016 - Pierce - 107' Ascendant Ladder - 107' Aerial	
Job # 29366	(\$390,000.00)
Stock (TBD) - UNIT TOTAL	\$1,928,144.00
SUB TOTAL	\$1,928,144.00
HGAC FS12-23 (FIRE)	\$2,000.00
TOTAL	\$1,930,144.00

Price guaranteed until 7/31/2024

Additional: This is a proposal for a Pierce Stock unit Enforcer 107' Ascendant Aerial with a Pump not to exceed this amount. Upon signing and approval to order, Siddons-Martin Emergency Group will assess availability during Pierce Mfg release of Stock unit availability in June and July 2024 and order a unit meeting these expectations if one becomes available. This proposal DOES NOT Guarantee a truck meeting these standards will become available before expiration of this proposal.

This pricing will expire July 31st, 2024 due to price increase adjustments and stock unit availability. Final Specifications will be determined by Stock truck availability at the time of release.

The Trade-In Vehicle noted on the proposal above has been evaluated by service technicians. Stated vehicle engine was assessed and found to need complete rebuild in next 1000 Hours.

'Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

Persistent Inflationary Environment Notification: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (the "PPI") has increased at a compounded annual growth rate greater than 5.0% from the date of acceptance of this proposal letter (the "Order Month") and 14 months prior to the anticipated Ready for Pickup Date (the "Evaluation Month"), then the proposal price may be increased by an amount equal to any increase exceeding 5.0% for the time period between the Order Month and the Evaluation Month. Siddons Martin and Pierce will provide documentation of such increase and the updated price for the customer's approval before proceeding with completion of the order along with an option to cancel the order.'

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

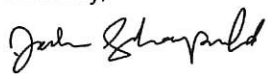
Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,



Josh Schaapveld

I, _____, the authorized representative of STAFFORD FIRE DEPARTMENT, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Signature & Date



Financing Proposal

Prepared For



City of Stafford

May 29, 2024

Submitted By

Government Capital Corporation

345 Miron Drive
Southlake, Texas 76092

Stephanie Cates

SVP Client Services
(817) 722-0214



Table of Contents

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Corporate Overview

Government Capital Corporation (GCC) was founded in 1992 with the primary purpose of providing tax-exempt financing solutions for state and local government entities including cities, schools, counties, and special districts. Since our inception, GCC and its affiliates have provided financing solutions exceeding \$6 billion for many different types of projects. These financings have provided funding for a wide variety of municipal needs including vehicles, technology, facilities, and heavy-duty equipment. Although we serve clients in all 50 states, one of our primary areas of focus is assisting Texas cities with acquiring essential personal property and equipment. Our team possesses extensive experience assisting local Texas governments in creating, evaluating and implementing financing structures of every type authorized by state borrowing authorities. Since our inception, we've been honored to provide financing solutions for over 560 Texas cities, representing over 45 percent of the cities in the state. In many cases, we have helped our clients adapt to and comply with regulatory changes as well as enable them to execute financings more rapidly, efficiently, and economically.

Representative Experience

City of Mathis - Government Capital's longest client relationship is with the City of Mathis, Texas. From the firm's very first funding in January of 1993 to the present day, GCC has provided the City of Mathis with millions of dollars in financing. Projects have included public works, public safety, capital equipment, energy efficiency, and technology improvements as well as various economic development projects.

City of San Saba - For over 20 years, Government Capital has assisted the City of San Saba with providing tailored financing solutions for more than 55 projects. With GCC's support, the city has financed a wide variety of vehicles, equipment, infrastructure improvements, and real estate acquisitions. The city's Economic Development Corporation has also partnered with Government Capital to fund playground and water park projects.

City of Van Horn - Since 2002, GCC has partnered with the City of Van Horn to create various financing solutions that fit the needs of the city. Projects have included numerous vehicle and equipment acquisitions as well as utility improvement projects.

City of Corrigan - Government Capital's relationship with the City of Corrigan began in 2006 and has included funding a variety of acquisitions for police vehicles, technology, and public safety equipment. Most recently, the city financed a water meter replacement project to install radio-read meters to recapture water loss.

City of Hillsboro - Since 2010, the City of Hillsboro and Government Capital have completed numerous projects and acquisitions together. These projects have included public safety vehicle acquisitions, HVAC upgrades, capital equipment procurement, and utility meter updates. Most recently, the city financed hardware and software technology upgrades for the police department.

City of Post - Government Capital has partnered with the City of Post since 2020 to fund projects from heavy equipment acquisitions to water meter replacements. Additionally, GCC has provided multiple refinancings designed to reduce interest costs, allowing the city to reallocate critical funds.

City of La Feria - Since 2005, Government Capital has provided financing solutions to the City of La Feria. Funded projects have included acquiring public safety vehicles and public works equipment. Most recently, GCC funded a city-wide utility meter replacement project.



Partial Listing of Texas City Clients



City of Brady



City of Stephenville



City of Troup



City of Anson



City of Dilley



City of Early



City of Eastland



City of Katy



City of Ralls



City of Poteet



City of Dublin



City of Whitney



Town of Anthony



City of Panhandle



City of Roma



City of Liberty Hill



City of East Tawakoni



Town of Pecos City



City of Dalhart



City of Hidalgo



City of Mineral Wells



City of Chandler



City of Lamesa



City of Canyon



May 29, 2024

Chief Larry DiCamillo
City of Stafford
281-261-3900
ldicamillo@staffordtx.gov

Dear Chief DiCamillo,

Thank you for the opportunity to present proposed financing for City of Stafford. I am submitting for your review the following proposed structure:

EQUIPMENT COST	\$ 1,930,144.00
LESS ESCROW EARNINGS:	<u>\$ 35,797.64</u>
FINANCED AMOUNT:	\$ 1,894,346.36
ANNUAL TERM:	10 Payments
INTEREST RATE:	5.799%
PAYMENT AMOUNT:	\$ 261,177.58
EFFECTIVE RATE:	5.436%*
PAYMENTS BEGINNING:	November 14, 2025, annually thereafter

*Effective rate considers the total cost of borrowing including the positive effect of anticipated escrow earnings during the construction period. We assumed an escrow funding date of June 14, 2024, and assumes a December 31, 2025 delivery. Any excess interest earnings will accrue to the benefit of the City. Changes in these dates could result in slight adjustments.

Financing for these projects would be simple, fast and easy due to the fact that:

- ✓ We have an existing relationship with you and have your financial statements on file, expediting the process. Please keep in mind we may also need current year statements.
- ✓ We can provide familiar documentation for your legal counsel.

The above proposal is subject to audit analysis, assumes non-bank qualification and mutually acceptable documentation. The terms outlined herein are based on current markets. Upon credit approval, **rates are valid through July 10, 2024**. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and as always, my job is to make sure you have the best possible experience every time you interact with our brand. We're always open to feedback on how to make your experience better. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

Stephanie Cates
Stephanie Cates
SVP Client Services
Main: 817-421-5400



RESOLUTION

A RESOLUTION REGARDING A CONTRACT FOR THE PURPOSE OF FINANCING **"Fire Apparatus".**

WHEREAS, City of Stafford (the "Issuer") desires to enter into that certain Finance Contract by and between the Issuer and Government Capital Corporation ("GCC") for the purpose of financing "Fire Apparatus". The Issuer desires to designate this Finance Contract as a "qualified tax-exempt obligation" of the Issuer for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, BE IT RESOLVED BY CITY OF STAFFORD:

Section 1. That the Issuer will enter into a Finance Contract with GCC for the purpose of financing "Fire Apparatus".

Section 2. That the Finance Contract by and between the City of Stafford and GCC is designated by the Issuer as a "qualified tax-exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the Issuer appoints the City Manager or a designee, as the authorized signer of the Finance Contract by and between the City of Stafford and GCC as well as any other ancillary exhibit, certificate, or documentation needed for the Contract.

Section 4. The Issuer will use loan proceeds for reimbursement of expenditures related to the Property, within the meaning of Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

This Resolution has been PASSED upon Motion made by Board Member _____, seconded by Board Member _____ by a vote of _____ Ayes to _____ Nays and is effective this _____, 2024.

Issuer: City of Stafford

Witness Signature

Ken Mathew, Mayor

Roxanne Benitez, City Secretary



City of Stafford

Budget Clearance Form

Description of Requested Item - (Please attach all supporting documentation)
Request for additional funds to be allocated to Professional Services account to cover the cost of the remainder of the fiscal year for payment of Fire Plan Reviews. Revenue account 4208 is currently at \$185,515 and will surpass the amount required to meet budgetary needs.

Classification of Expenditure (check the one that applies)	
<input type="checkbox"/> Emergency	<input type="checkbox"/> Normal
<input type="checkbox"/> Critical	<input type="checkbox"/> Grant Funds - Paid in Advance
<input checked="" type="checkbox"/> Very Necessary	<input type="checkbox"/> Grant Funds - Reimbursement

Agenda Date: 6/5/24	Requested By: Laura Morales
---------------------	-----------------------------

Department: Development Services	Department Head Approval:
----------------------------------	---------------------------

Budget	
Budget Line Item	100-510-375
Expenditure Required	\$127,000
Current Budget	\$90,000
Additional Funding	\$37,000
Funding Source	100-50-4208

Finance Approval: <i>Ajka Shah</i>	Date: 5/29/24
------------------------------------	---------------

CFO's Comments

The revenue line item 100-50-4208 (Fire Plans) has to-date revenue of \$185,515, which is \$40,515 over the adopted budget of \$145,000. The additional revenues recognized will cover for this request.

Mayor's Approval for Discussion Item		Mayor's Approval for Consent Agenda	<i>Ken Martin</i>
Date:		Date:	<i>5/30/24</i>
Rejected by Mayor for Inclusion on Agenda		Date:	



Development Services

Memo

Date: May 28, 2024
To: Mayor Ken Mathew and Council
From: Laura Morales
Re: Public Works Budget Amendment Request

Request by Senior Development Services Specialist, Laura Morales for approval of additional funds to be allocated to following account for the current fiscal year. Revenue account 4208 is currently at \$161,000.00 and will surpass the amount required to meet budgetary needs.

****CORRECTION** SHOULD BE \$185,515.00 NOT \$161,000.00.**

Budget Line	Account Name	Reason	Original Budget	Projection
100-510-375	Professional Services	Amounts averaged for Fire Plan Vendor exceed the Original Budget.	\$90,000.00	\$127,000.00

Ken Mathew
Mayor Ken Mathew

Alka Shah
Alka Shah, CFO

5/29/24
Date

5.29.24
Date



Public Works

Memo

Date: May 28, 2024

To: Mayor Ken Mathew and City Council

From: Laura Morales, Senior Development Services Specialist

Cc: Scott McElrath, Code Compliance Administrator

Re: Engineering Services for Community Block Grant
Regional Mitigation Program

A Request for Proposals (RFP) was issued on April 3, 2024. The City received four (4) proposals from various firms. The review panel met and evaluated all proposals received. The proposals were graded on the following four (4) criteria:

- Design Team Qualifications
- Similar Project Experience
- Knowledge of Federally-Funded Construction Projects
- Compliance with RFQ Components

Based on the above-listed criteria, the highest rated proposal received was from Civitas Engineering Group. With that, it is my recommendation that the City Council award the contract/agreement to Civitas Engineering Group. If approved, the resolution as well as the agreement will be presented at the June 26 City Council meeting for consideration.

If you have any questions or need further information, please contact either Mr. McElrath or myself.

From: [Virginia Rosas](#)
To: [Roxanne Benitez](#)
Subject: Agenda Item: June 5, 2024
Date: Tuesday, May 28, 2024 3:24:51 PM
Attachments: [goldbrownbar\(brownsmallbottom\)_9cad4eb9-d07e-4e6f-957c-9eaacf1b032c.png](#)
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I am requesting that this item be placed on the June 5th city council agenda.

Discuss and take action on city council to authorize the issuance of all RFP's and all RFQ's.

Respectfully submitted,
Virginia Rosas

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Virginia Rosas

Councilmember
City Council
VRosas@staffordtx.gov
www.staffordtx.gov



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From: [Virginia Rosas](#)
To: [Roxanne Benitez](#)
Subject: Agenda: June 5, 2024
Date: Wednesday, May 29, 2024 10:30:00 AM
Attachments: [goldbrownbar\(brownsmallbottom\) 9cad4eb9-d07e-4e6f-957c-9eaac1b032c.png](#)
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[smallcityseallogo f17b78e4-afe4-46da-a032-e21488664be5.png](#)

Roxanne:

Please place this item on the June 5, 2024 agenda:

Discuss and take appropriate action to appoint Lawrence Vacarro as Interim Public Works Director until a full-time Public Works Director is hired.

Respectfully submitted,
Virginia Rosas

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Virginia Rosas

Councilmember
City Council
VRosas@staffordtx.gov

www.staffordtx.gov



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From: [Virginia Rosas](#)
To: [Roxanne Benitez](#)
Subject: Agenda: June 5, 2024
Date: Tuesday, May 28, 2024 3:31:57 PM
Attachments: [goldbrownbar\(brownsmallbottom\)_9cad4eb9-d07e-4e6f-957c-9eaac1b032c.png](#)
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I am requesting the following item be placed on the June 5, 2024 City Council Agenda:

Discuss and take action regarding retaining or eliminating the archived videos of all televised meetings to include: city council, Stafford EDC, Planning and Zoning and Stafford MSD School Board meeting and all joint or special called meetings.

Respectfully submitted,
Virginia Rosas

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Virginia Rosas

Councilmember
City Council
VRosas@staffordtx.gov

www.staffordtx.gov



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City of Stafford Boards & Commissions

PLANNING AND ZONING COMMISSION	
The Planning and Zoning Commission shall be composed of seven members, each of whom shall be at the time of appointment and at all times while serving as a member of such commission a resident citizen, qualified voter, and property owner of the city. The members of the commission shall be appointed by the Mayor subject to approval by the City Council and serve at the pleasure of City Council. Four members of the Commission shall be appointed for two year terms in odd numbered years commencing on July 1 and three members shall be appointed for two year terms in even numbered years commencing on July 1.	
<i>Commissioner Name</i>	<i>Term expiration date</i>
Clint Mendonca	08/01/2025
Clifford Cowperthwait	08/01/2025
Greg Holtsapple	08/01/2024
Kenneth Grant	08/01/2025
Aldrin George	08/01/2025
Lana Hoelsing	08/01/2024
Mathew Vairamon	08/01/2024

STAFFORD ECONOMIC DEVELOPMENT CORPORATION	
The Board of Directors shall consist of seven members appointed by the City Council of the City of Stafford, Texas for staggered two year terms of office. Not less than three directors shall be persons who are not employees, officers or members of the governing body of the City of Stafford. The terms of four directors shall begin on August 11, of each odd numbered year and the terms of three directors shall begin on August 11, of each even numbered year. Each director must reside within the City of Stafford, Texas. The Board of Directors and each member thereof serves at the pleasure of the City Council of the City of Stafford.	
<i>Director Name</i>	<i>Term expiration date</i>
Wen Guerra	08/10/2024
Ken Mathew	08/10/2024
William K. Bostic Jr.	08/10/2025
Damon Leonetti	08/10/2025
Lawrence Vaccaro	08/10/2024
Randy Krahn	08/10/2025
Gwen Goodwin	08/10/2025

CITY COUNCIL & ADVISORY COMMITTEE MEMBERS

COMMITTEES	MEMBERS
HUMANE COMMITTEE (Advisory) <i>Meet as needed</i> Roxanne	Alice Chen William Bostic Virginia Rosas
TECHNOLOGY & MULTIMEDIA <i>Meet as needed</i> Shandra	Xavier Herrera Virginia Rosas William Bostic
FOURTH OF JULY (Select Honoree only) <i>Meet as needed</i> Roxanne	Virginia Rosas Alice Chen
FINANCE <i>Meet as needed</i> Shandra	Ken Mathew Alice Chen William Bostic
COMPENSATION, PERSONNEL, POLICY & BENEFITS <i>Meet as needed</i> Roxanne	Christopher Caldwell Xavier Herrera William Bostic
LEGISLATIVE <i>Meet as needed</i> Roxanne	Ken Mathew Tim Wood Xavier Herrera
STAFFORD CENTRE <i>2nd Monday – Monthly – 12:00 p.m.</i> <i>Stafford Centre</i> Shandra	Alice Chen Virginia Rosas Xavier Herrera
JUNETEENTH <i>Meet as needed</i> Roxanne	Alice Chen William Bostic Tim Wood

From: [Ken Mathew](#)
To: [Roxanne Benitez](#); [Richard Ramirez](#); [Timothy Wood](#)
Cc: [Richelle Worthington](#); [Shandra Phillips](#)
Subject: RE: Parks Committee Meetings Logistics
Date: Tuesday, May 21, 2024 10:07:38 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image010.png](#)
[image011.png](#)
[image012.png](#)
[image013.png](#)
[image014.png](#)
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[facebook_32x32_973128e2-d025-4614-a63e-a0c3ea53f1f5.png](#)
[twitter_32x32_0bc38866-13c9-4513-bb95-16511c69daa9.png](#)
[instagram_32x32_c1f4ba21-ce1f-435c-a946-4751754580f1.png](#)
[linkedin_32x32_a27ecece-5467-437f-836e-54177903bef2.png](#)
[youtube_32x32_0579c1fe-92bc-4c2e-8744-d5ef258c0905.png](#)
[nextdoor-icon-50_a01260e8-be43-48a7-a10f-12e0c0f91e11.png](#)
[smallcityseallogo_f17b78e4-afe4-46da-a032-e21488664be5.png](#)

Ms. Roxanne Benitez,

Please put this as an agenda item for the next Council meeting to make it clear to everybody.
The Chief thinks there was a Council decision to provide the security for the Council meetings.
We cannot compromise on security.

Thank you,

Ken Mathew

From: Roxanne Benitez <RBenitez@staffordtx.gov>
Sent: Tuesday, May 21, 2024 9:03 AM
To: Richard Ramirez <RRamirez@staffordtx.gov>; Ken Mathew <kmathew@staffordtx.gov>; Timothy Wood <TWood@staffordtx.gov>
Cc: Richelle Worthington <RWorthington@staffordtx.gov>; Roxanne Benitez <RBenitez@staffordtx.gov>; Shandra Phillips <SPhillips@staffordtx.gov>
Subject: RE: Parks Committee Meetings Logistics
Importance: High

Good morning Mayor Mathew, Chair Wood, and Chief Ramirez,

I want to provide some clarification as there have been some misstatements in this email thread. I was never notified that City Council wished to provide security at Committee meetings. Please advise as to when this was decided. Second, I feel it is unnecessary to have security at Committee meetings as there are rarely any members of the public in attendance at the Parks and Stafford Centre Committee meetings, which are the only Committee meetings open to the public. It clearly

states on the Parks Committee meeting agendas that everyone is to enter from the back. Also, the Parks Committee meetings have been held in the Large Conference Room for several years (please see the attachments from 2016 and 2024 for reference). Therefore, I do not feel changing the location of the meeting is necessary. I also do not believe that security is necessary. The Police Department is already understaffed, and those resources could be put to better use somewhere else. Finally, if this is a change that will be implemented, it needs to be communicated to this department as we are responsible for scheduling, coordinating, sending notifications/cancellations of most City meetings.

Regards,

ATTENTION PUBLIC OFFICIALS:

A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

Roxanne Benitez, TRMC, CPM, CMCC

City Secretary
Stafford City Administration
rbenitez@staffordtx.gov

Office: (281) 261-3902

Cell: (346) 347-9927

www.staffordtx.gov



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From: Richard Ramirez <RRamirez@staffordtx.gov>

Sent: Monday, May 20, 2024 8:02 PM

To: Ken Mathew <kmathew@staffordtx.gov>; Timothy Wood <TWood@staffordtx.gov>; Roxanne Benitez <RBenitez@staffordtx.gov>; Richelle Worthington <RWorthington@staffordtx.gov>

Subject: Re: Parks Committee Meetings Logistics

I think the City secretary scheduled the officer. It is my understanding the council wanted an officer at all City Meeting

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From: Ken Mathew <kmathew@staffordtx.gov>

Sent: Monday, May 20, 2024 7:59:48 PM

To: Timothy Wood <TWood@staffordtx.gov>; Roxanne Benitez <RBenitez@staffordtx.gov>; Richard Ramirez <RRamirez@staffordtx.gov>; Richelle Worthington <RWorthington@staffordtx.gov>

Subject: Re: Parks Committee Meetings Logistics

Hon Councilman Tim Wood,

My understanding is that, since it is a public meeting, the door should be unlocked.

I personally think, for the safety of the attendees, it is better to have security. If the Committee does not want it, let me and Chief Richard Ramirez know about it. I will go according to the advice of the Chief.

Chief Richard Ramirez,
What is your suggestion?

Thank you,

Ken Mathew

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From: Timothy Wood <TWood@staffordtx.gov>

Sent: Monday, May 20, 2024 7:03:28 PM

To: Ken Mathew <kmathew@staffordtx.gov>; Roxanne Benitez <RBenitez@staffordtx.gov>; Richard Ramirez <RRamirez@staffordtx.gov>; Timothy Wood <TWood@staffordtx.gov>; Richelle Worthington <RWorthington@staffordtx.gov>

Subject: Parks Committee Meetings Logistics

Good evening,

I wanted to make sure that we are all on the same page for the Parks Committee meetings. Tonight, for the first time in memory (according to Mr. John Rose going back to 1997) we had a police officer, Officer Pham, show up to provide security). He was under the understanding that the Mayor wanted an officer at all public meetings. Is this what was requested and necessary?

On a related note, since it is a public meeting should the front doors be unlocked to make access to the public easier? Recently one of us with a badge has to let committee members and members of the public in.

Thank you,

Tim Wood
Parks Committee Chairman

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Timothy Wood

Councilmember
City Council
TWood@staffordtx.gov

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Ken Mathew

Mayor
Executive Administration
kmathew@staffordtx.gov
Phone: (281) 261-3900
Fax: (281) 261-3994

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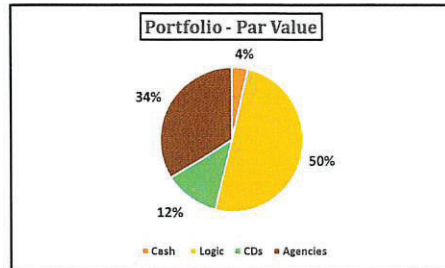


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CONSENT AGENDA

**CITY OF STAFFORD
SUMMARY OF PORTFOLIO
FOR THE PERIOD ENDING APRIL 30, 2024**



Portfolio	Weighted	Weighted	Par Value	Book Value	Market Value
	Average Maturity	Average Yield			
Cash	1	2.78	1,533,273	1,533,273	1,533,273
Logic	1	5.45	21,687,981	21,687,981	21,687,981
CDs	374	5.32	5,283,000	5,283,000	5,277,687
Agencies	674	4.98	14,500,000	14,500,000	14,462,925
Total	274	5.18	43,004,254	43,004,254	42,961,866

Total Weighted Average Maturity in Days 274
Total Weighted Average Yield to Maturity 5.18
Longest Maturity of Open Investment in Days 731

Benchmark Yield	
3 month T Bill	5.38%
6 month T Bill	5.39%

Investment Activity during the month:

	Book	Market
Beginning Total Portfolio Value	43,465,147	43,434,533
CDs Purchased	480,000	480,000
CDs Matured	-	-
Agencies Purchased	1,000,000	1,000,000
Agencies Matured/called in	(1,500,000)	(1,500,000)
Net Change in Pool (LOGIC)	204,425	204,425
Change in Market Value		(11,774)
Net Change in Cash	(645,318)	(645,318)
Accrued Interest Receivable	198,314	
Ending Total Portfolio Value with Accrued Interest	43,202,568	42,961,866

This monthly report is in full compliance with PFIA and the City of Stafford's Investment Policy and Strategy

Prepared By:

Alka Shah

Alka Shah, Chief Financial Officer

Ken Mathew

Ken Mathew, Mayor

CITY OF STAFFORD
CD & AGENCY DETAIL
FOR THE PERIOD ENDING APRIL 30, 2024

Type	Authorized Broker	Par	Cusip#	Settlement Date	Maturity Date	Days to Mature	Price	Yield	Purchase Price	Beginning Book Value	Beginning Market Value	Ending Book Value	Ending Market Value
FHLB	FHN Financial	-	3130ARRH7	04/19/22	04/19/24	731	100.00	2.42	-	500,000	499,280	-	-
FHLB	Hiltop Sec.	-	3130ARPS4	04/29/22	04/29/24	731	100.00	2.70	-	500,000	498,995	-	-
FHLMC	Hiltop Sec.	500,000	3134GXSX1	05/24/22	05/24/24	731	100.00	3.00	500,000	500,000	498,215	500,000	499,245
FHLMC	Hiltop Sec.	500,000	3134GXG73	08/12/22	08/12/24	731	100.00	4.10	500,000	500,000	497,445	500,000	497,795
FHLB	Multi Bank	500,000	3130ASY29	08/30/22	08/28/24	729	100.00	3.75	500,000	500,000	496,460	500,000	497,050
FHLB	Multi Bank	500,000	3130ATCN5	09/27/22	09/27/24	731	100.00	4.00	500,000	500,000	496,860	500,000	496,770
FHLB	Multi Bank	500,000	3130ATFL6	09/30/22	09/30/24	731	100.00	4.60	500,000	500,000	498,305	500,000	497,790
FHLB	Multi Bank	500,000	3130AT7L5	09/30/22	09/30/24	731	100.00	4.15	500,000	500,000	497,245	500,000	496,990
FHLB	Multi Bank	500,000	3130ATHG5	10/25/22	10/25/24	731	100.00	5.00	500,000	500,000	499,240	500,000	498,895
FHLB	Hiltop Sec.	-	3130ATHL4	10/26/22	04/26/24	548	100.00	4.75	-	500,000	499,795	-	-
FHLMC	Multi Bank	500,000	3134GX6V1	11/25/22	11/25/24	731	100.00	5.15	500,000	500,000	498,740	500,000	499,215
FNMA	FHN Financial	500,000	3135GACZ2	11/25/22	11/25/24	731	100.00	5.40	500,000	500,000	499,330	500,000	499,900
FHLMC	Multi Bank	500,000	3134GYCAB	01/10/23	01/10/25	731	100.00	5.20	500,000	500,000	498,425	500,000	498,850
FHLB	Hiltop Sec.	500,000	3130AUFW9	01/27/23	01/27/25	731	100.00	5.35	500,000	500,000	498,775	500,000	499,815
FHLMC	FHN Financial	500,000	3134GYJ783	02/24/23	02/24/25	731	100.00	5.25	500,000	500,000	499,710	500,000	498,845
FHLMC	FHN Financial	500,000	3134GYKP6	03/14/23	03/14/25	731	100.00	5.50	500,000	500,000	500,160	500,000	499,845
FHLMC	Hiltop Sec.	500,000	3134GYQP0	05/01/23	05/01/25	731	100.00	5.38	500,000	500,000	499,145	500,000	498,750
FHLB	Hiltop Sec.	500,000	3130AW4G2	05/22/23	11/22/24	550	100.00	5.35	500,000	500,000	499,305	500,000	499,905
FFCB	FHN Financial	500,000	3133EPYW9	10/20/23	10/20/25	731	100.00	5.13	500,000	500,000	502,495	500,000	499,565
FNMA	Hiltop Sec.	500,000	3135GAL82	01/09/24	01/09/25	366	100.00	5.15	500,000	500,000	499,185	500,000	498,680
FHLB	Hiltop Sec.	500,000	3130AYNJ1	01/25/24	01/23/26	729	100.00	5.00	500,000	500,000	499,495	500,000	497,400
FHLB	Hiltop Sec.	500,000	3130AYTA4	02/06/24	02/06/26	731	100.00	5.00	500,000	500,000	498,875	500,000	497,405
FHLB	Hiltop Sec.	500,000	3130AYTH9	02/06/24	02/06/26	731	100.00	5.30	500,000	500,000	499,805	500,000	499,950
FHLB	Hiltop Sec.	500,000	3130AYZA7	02/16/24	02/14/25	364	100.00	5.21	500,000	500,000	498,780	500,000	499,245
FHLB	Hiltop Sec.	500,000	3130B05Z8	02/23/24	02/21/25	364	100.00	5.10	500,000	500,000	499,895	500,000	498,725
FHLB	FHN Financial	500,000	3130B06T1	02/26/24	02/26/26	731	100.00	5.20	500,000	500,000	499,905	500,000	498,740
FHLMC	Multi Bank	500,000	3134H1UW1	02/26/24	02/26/26	731	100.00	5.50	500,000	500,000	499,455	500,000	499,810
FHLMC	FHN Financial	500,000	3134H1XMO	03/19/24	03/13/26	724	100.00	5.20	500,000	500,000	499,035	500,000	497,680
FHLB	Hiltop Sec.	500,000	3130B0M71	03/25/24	09/18/25	542	100.00	5.30	500,000	500,000	500,030	500,000	499,290
FHLB	Multi Bank	500,000	3130B0MQ9	03/27/24	03/27/26	730	100.00	5.40	500,000	500,000	500,035	500,000	498,635
FHLB	Hiltop Sec.	500,000	3130B0ZE2	04/22/24	10/22/25	548	100.00	5.50	500,000	-	-	500,000	499,695
FHLB	Multi Bank	500,000	3130B14E4	04/24/24	04/24/26	730	100.00	5.30	500,000	-	-	500,000	498,445
Total Agencies		14,500,000			WAM:	674	WAY:	4.98	14,500,000	15,000,000	14,972,420	14,500,000	14,462,925

CITY OF STAFFORD
CD & AGENCY DETAIL
FOR THE PERIOD ENDING APRIL 30, 2024

Type	Authorized Broker	Par	Cusip#	Settlement Date	Maturity Date	Days to Mature	Price	Yield	Purchase Price	Beginning Book Value	Beginning Market Value	Ending Book Value	Ending Market Value
CD	JP Morgan Chase	243,000	46656MAH4	04/18/23	05/17/24	395	100	5.05	243,000	243,000	242,839	243,000	242,949
CD	First Technology	237,000	33715LFG0	05/26/23	05/24/24	364	100	5.25	237,000	237,000	236,930	237,000	236,980
CD	First Source	236,000	33651FAJ8	06/15/23	06/17/24	368	100	5.45	236,000	236,000	236,014	236,000	236,024
CD	Zions Bank	237,000	98970LG80	06/14/23	06/13/24	365	100	5.40	237,000	237,000	236,874	237,000	236,934
CD	Ria Federal CU	248,000	749622BK1	10/04/23	10/03/24	365	100	5.70	248,000	248,000	248,318	248,000	248,254
CD	Affinity Federal CU	236,000	00832KBN8	10/11/23	10/10/24	365	100	5.80	236,000	236,000	236,439	236,000	236,357
CD	Blue Peak CU	236,000	09644EAQ5	11/03/23	11/01/24	364	100	5.75	236,000	236,000	236,516	236,000	236,310
CD	Alliant CU	236,000	01882MAF9	11/08/23	11/07/24	365	100	5.80	236,000	236,000	236,601	236,000	236,381
CD	Wells Fargo	248,000	949764HP2	11/14/23	05/14/25	547	100	5.40	248,000	248,000	248,968	248,000	248,669
CD	Charles Schwab	237,000	15987UCE6	11/09/23	11/07/24	364	100	5.45	237,000	237,000	236,936	237,000	236,775
CD	Discover Bank	237,000	254676BW8	11/15/23	11/14/24	365	100	5.45	237,000	237,000	236,942	237,000	236,774
CD	Bank of America	246,000	06051V5B8	11/15/23	11/17/25	733	100	5.55	246,000	246,000	246,268	246,000	246,075
CD	Western Alliance	240,000	95763PRR4	01/26/24	07/26/24	182	100	5.00	240,000	240,000	239,644	240,000	239,719
CD	Flagstar	240,000	33847GCQ3	01/26/24	09/26/24	244	100	5.10	240,000	240,000	239,544	240,000	239,579
CD	City National	240,000	17801DHT6	01/31/24	07/31/24	182	100	5.00	240,000	240,000	239,607	240,000	239,680
CD	Oregon Community	238,000	68584JAN9	02/09/24	02/10/25	367	100	4.95	238,000	238,000	236,858	238,000	236,892
CD	Associated Bank	241,000	045491RL3	02/09/24	11/12/24	277	100	4.90	241,000	241,000	240,239	241,000	240,171
CD	Northstar	238,000	66256QAK0	02/29/24	02/28/25	365	100	5.00	238,000	238,000	236,882	238,000	236,854
CD	PREFERRED BANK	240,000	740367TN7	03/22/24	12/20/24	273	100	5.20	240,000	240,000	239,803	240,000	239,486
CD	CONNEXUS CU	249,000	20825WDG2	03/22/24	03/21/25	364	100	5.25	249,000	249,000	247,744	249,000	247,985
CD	BANK OF CALIFORNIA	240,000	05890QBA1	04/25/24	01/27/25	277	100	5.20	240,000	-	-	240,000	239,419
CD	1ST NAT'L BK OF OMAHA	240,000	332135LL4	04/26/24	04/24/26	728	100	5.30	240,000	-	-	240,000	239,420
Total CDs		5,283,000			WAM:	374	WAY:	5.32	5,283,000	4,803,000	4,799,966	5,283,000	5,277,687

**CITY OF STAFFORD INVESTMENT PORTFOLIO
FOR THE PERIOD ENDING APRIL 30, 2024**

Investment by Funds	Cash	Logic	Agencies	CDs	Total	Interest Income
General Operating	11,293	3,086,169	5,500,000	2,406,000	11,003,461	295,475
General Non Operating	2,449	840,174	1,000,000	240,000	2,082,624	79,788
Employee Benefits	171,003				171,003	2,836
Restricted-Willow Water Hole	684	185,625			186,309	4,193
Restricted-Street Light Part	2,054	25,000			27,054	690
Restricted-Opioid	24,719				24,719	1,129
Stafford Centre	665,828				665,828	13,959
Judicial Efficiency	25,599				25,599	1,150
Court Security	39	103,751			103,790	2,932
Court Technical	664	36,000			36,664	865
Local Truancy Prevention	2,670	115,751			118,421	3,328
Municipal Jury	1,259				1,259	64
Narcotic Seizure-Federal	541	140,067			140,608	2,738
Narcotic Seizure-State	9,756	25,000			34,756	974
Child Safety Fees	239	54,000			54,239	872
Special Revenue - PD	17,741				17,741	810
Hotel Occupancy	604	5,389,177	2,000,000	240,000	7,629,781	207,413
Debt Service	20,170	200,000			220,170	4,361
Capital Project	450	584,669	1,500,000	719,000	2,804,118	63,972
Local Street Assessments	1,776				1,776	81
SEDC General	546,350	7,422,323	4,500,000	1,678,000	14,146,674	358,983
SEDC Debt Service	3,262	1,428,050			1,431,311	31,043
SEDC Capital Projects	24,125	2,052,226			2,076,350	64,594
Total Investments by Fund	1,533,273	21,687,981	14,500,000	5,283,000	43,004,254	1,142,249



CITY OF STAFFORD

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281-261-3900 • FAX: 281-261-3994

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Memo

To: Mayor and Council

From: Alka Shah, Chief Financial Officer

Date: May 23, 2024

Re: Approval of Resolution – Municipal Advisory Service

I am requesting your consideration and approval of Resolution for the Municipal Advisory Service contract with RBC Capital Markets. The contract was approved by the City Council on May 15, 2024. However, the resolution was not prepared/approved. This action will provide the legal document needed for this contract.

Please let me know should you need any further information.

Thank you for your consideration.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS APPROVING AN AGREEMENT WITH RBC CAPITAL MARKETS, LLC FOR FINANCIAL SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS:

Section 1. The City Council hereby authorizes the Mayor to execute an agreement between the City of Stafford and RBC Capital Markets, LLC for financial services, as described and set forth as “Exhibit A”, attached hereto, and incorporated herein for all purposes.

PASSED, APPROVED, AND RESOLVED this the 5th day of June, 2024.

Ken Mathew, Mayor

ATTEST:

Roxanne Benitez, City Secretary

EXHIBIT A



MUNICIPAL ADVISOR AGREEMENT

May 10, 2024

City of Stafford
Attention: Mayor Ken Mathew
Stafford, TX 77477

Re: Municipal Advisory Agreement

Ladies and Gentlemen:

1. **Retention of RBC Capital Markets, LLC.** RBC Capital Markets, LLC (“RBC CM”) appreciates the opportunity to serve as municipal advisor to the City of Stafford (the “Client” or “you”) in association with the issuance of obligations in the form of municipal securities or loan(s) (the “Obligations”). Upon your acceptance, this engagement letter (the “Agreement”) will serve as our mutual agreement with respect to the terms and conditions of our engagement as your municipal advisor, effective on the date this Agreement is executed by the Client (the “Effective Date”).
2. **Scope of Services for Municipal Securities.** RBC CM is engaged by the Client as its municipal advisor to provide the services set forth below (the “Scope of Services”) regarding the Obligations:
 - (a) Analyze the financing and structuring alternatives available to the Client if and as requested by the Client, taking into account its borrowing capacity, future financing needs, policy considerations, and such other factors as we deem appropriate to consider.
 - (b) Recommend a plan for the issuance of the Obligations, consistent with the goals and needs of the Client, that may include: (1) the type of Obligations (e.g. current interest, capital appreciation, deferred income, etc.); (2) the date of issue; (3) principal amount; (4) interest structure (e.g., fixed rate, variable rate, etc.); (5) interest payment dates; (6) a schedule of maturities; (7) early redemption options; (8) security provisions; (9) method of sale (e.g., public sale, direct purchase by a bank or other investor, etc.); (10) as applicable, the investment of proceeds of the Obligations via state and local government obligations (SLGS), competitively bid open market securities or guaranteed investment contracts; and (10) other matters that we consider appropriate to best serve the Client’s interests.
 - (c) Advise you of current conditions in the relevant debt market, market supply and demand issues, and other general market information and economic data which might reasonably be expected to influence interest rates, sale or bidding conditions or timing of issuance.
 - (d) Organize and coordinate the financing team selected by you. If requested, we will recommend qualified paying agents, escrow agents and verification agents, as the particular transaction may require, each of whom will be retained and compensated by you. In a negotiated offering, we will assist in the preparation of soliciting underwriter proposals upon request and provide assistance to you for the hiring of the underwriter(s).

- (e) Work with counsel on the transaction, including bond counsel whom you retain, who will be recognized municipal bond attorneys, whose fees will be paid by you, and who will prepare the proceedings, provide legal advice concerning the steps necessary to be taken to issue the Obligations, and issue an unqualified opinion (in a form standard for the particular type of financing) approving the legality of the Obligations and (as applicable) tax exemption of the interest paid thereon. In addition, bond counsel, disclosure counsel or underwriter's counsel (as applicable) will issue an opinion to the effect that the disclosure document does not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading. Generally, working with counsel will mean coordinating with the attorneys and reviewing as municipal advisor such counsel's preparation of appropriate legal proceedings and documents, including documents concerning any required election.
- (f) As applicable, assist in the Client's preparation of the preliminary official statement and the official statement or equivalent document as the particular transaction may require (such as a private placement memorandum).
- (g) Make recommendations as to the need for credit rating(s) for the proposed Obligations and, should the Client seek a rating, coordinate the process of working with the rating agency or agencies and assist in the preparation of presentations as necessary.
- (h) Analyze the value and costs of obtaining municipal bond insurance, a liquidity facility or other credit enhancement for the Obligations and, should the Client seek any such credit enhancement, coordinate the process and assist in the preparation of presentations as necessary.
- (i) Propose various actions and strategies related to the pricing of a new issue of municipal securities, including analyzing the structure, timing, terms and other similar matters of a municipal securities transaction, while taking into account any unique features of the Obligations and any special instructions from the Client.
- (j) Attend meetings of governing bodies of the Client, its staff, representatives or committees as requested.
- (k) Coordinate with all parties to consummate the sale and delivery of the Obligations in a timely manner.
- (l) After closing, deliver to the Client and the paying agent(s) definitive debt records, including a schedule of annual debt service requirements on the Obligations.
- (m) You acknowledge that advice and recommendations involve professional judgment on our part and that the results cannot be, and are not, guaranteed. Further:
 - i. Unless otherwise provided in the Scope of Services described herein, RBC CM is not responsible for the information included in any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about RBC CM provided by RBC CM for inclusion in such documents.
 - ii. The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any issue or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.
 - iii. The Scope of Services does not include providing advice or services with respect to investment advisory services, brokerage services or derivative products.

- iv. If the Client designates RBC CM as its independent registered municipal advisor (“IRMA”) pursuant to the Municipal Advisor Rule (the “MA Rule”) of the Securities and Exchange Commission (the “SEC”) with respect to the activities and aspects described in the Scope of Services, the Client agrees to disclose to RBC CM the existence of any such IRMA designations. Any reference to RBC CM, its personnel and its role as IRMA in the written representation of the Client contemplated under the MA Rule is subject to prior approval by RBC CM. RBC CM is not responsible for verifying that it is independent (within the meaning of the MA Rule as interpreted by the SEC) from any party.

3. Scope of Services for Loans with Bank or Governmental Agency/Authority.

- (a) As requested, analyze the risks and benefits of a loan with a bank or governmental agency/authority versus the issuance of municipal securities via the public debt markets.
- (b) Recommend a plan for the structure of the loan, including: (1) the debt repayment structure (e.g., current interest, capital appreciation, etc.). and maturity dates; (2) loan amount; (3) interest structure (e.g., fixed or variable rate, etc.); (4), payment dates and early redemption dates, if applicable; (5) security provisions; (6) as applicable, the investment of loan proceeds via state and local government obligations (SLGs), competitively bid open market securities or guaranteed investment contracts; and (7) other matters that we consider appropriate to best serve the Client’s needs.
- (c) Recommend: (1) lenders who are or may be active in the market for tax exempt municipal loans; (2) participate in the drafting for your review and approval appropriate request for bids or qualification for lenders to submit bids to provide a loan; and (3) facilitate the distribution of requests for bids or qualifications.
- (d) Analyze and negotiate the term sheets obtained and advise you and recommend the terms that meet your financial objectives.

4. Amendment to Scope of Services.

The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.

5. RBC CM’s Regulatory Duties When Servicing the Client under MSRB Rule G-42.

RBC CM must make a reasonable inquiry as to the facts that are relevant to the Client’s determination whether to proceed with a course of action, or that form the basis for any advice provided by RBC CM to the Client. Municipal Securities Rulemaking Board (“MSRB”) Rule G-42 also requires that RBC CM undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. RBC CM is also required to use reasonable diligence to know the essential facts concerning the Client and the authority of each person acting on the Client’s behalf. If the review of a recommendation of another party is requested by the Client and is within the Scope of Services of this Agreement, RBC CM must determine based on information obtained through reasonable diligence whether the proposed securities transaction or financial product is or is not suitable for the Client. To the extent our services involve advising you with respect to a bank loan or a loan with a governmental agency or authority, certain rules and regulations of the SEC and MSRB may not apply to the activities of RBC CM.

The Client agrees to assist RBC CM in carrying out these regulatory duties, including providing to RBC CM accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, the Client agrees to notify RBC CM if the Client requests that RBC CM review any recommendation of a third party.

6. Term of this Engagement.

The term of this Agreement begins on the Effective Date. This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination.

7. Compensation.

The fees due to RBC CM hereunder shall be as set forth in Appendix A hereto. In addition, RBC CM shall be entitled to reimbursement of expenses incurred in connection with any services provided hereunder as set forth in Appendix A.

8. Limitation of Liability.

(a) In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of RBC CM or any of its associated persons, RBC CM and its associated persons shall have no liability to the Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of any Obligations, or investments of bond proceeds, or for any financial or other damages resulting from the Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by RBC CM to the Client. No recourse shall be had against RBC CM for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any issue or otherwise relating to the tax treatment of any issue, or in connection with any opinion or certificate rendered by counsel or any other party.

(b) Official Statement and Waiver of Sovereign Immunity. Client acknowledges that it is responsible for the contents of the preliminary official statement, official statement or any other document related to the issuance of the Obligations as contemplated herein ("Offering Documents"). Client will take all reasonable steps to ensure that its governing body has reviewed and approved the contents of the Offering Documents. In addition, Client agrees and understands that this Agreement is a contract for services and to the extent permitted under the applicable state law, waives any claims or defenses you may have that you are immune from suit for any matter arising from or relating to this Agreement.

9. Required Disclosures.

MSRB Rules G-10 and G-42 require that RBC CM provide you with disclosures of pertinent regulatory information, potential and actual conflicts of interest, and information regarding certain legal events and disciplinary history. Such disclosures are provided in RBC CM's Disclosure Statement delivered to the Client together with this Agreement.

10. Know Your Client, Anti-Money Laundering, and Terrorist Financing Rules and Regulations.

The Client agrees to provide information to satisfy "Know Your Client," "Anti-Money Laundering" and "Terrorist Financing" rules and regulations, in each case, in accordance with RBC CM's requirements.

11. Waiver of Jury Trial.

EACH PARTY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

12. Choice of Law.

This Agreement shall be construed and given effect in accordance with federal and state securities laws of the State of Texas. Any lawsuit filed on the basis of this contract shall be filed in a state court of competent jurisdiction in the State of Texas.

13. Binding Effect; Assignment.

This Agreement shall be binding upon and inure to the benefit of the Client and RBC CM, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

14. Entire Agreement.

This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.

15. Severability.

If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

16. No Third Party Beneficiary.

This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

17. Authority.

The undersigned representative of the Client represents and warrants that (s)he has full legal authority to execute this Agreement on behalf of the Client. The following individuals have the authority to direct RBC CM's performance of its activities under this Agreement on behalf of the Client:

Matthew Boles, Managing Director

Leslie Cook, Director

18. Counterparts.

This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

By Leslie Cook

Name Leslie Cook

Title Director

Date May 7, 2024

ACCEPTANCE

ACCEPTED this _____ day of _____, 2024

By _____

Name _____

Title _____

Attest:

By _____

Name _____

Title _____

FEE SCHEDULE

In consideration for the services rendered by RBC CM, the Issuer agrees that our fee for each issue of Obligations will be as follows:

IF THE AMOUNT OF BONDS ISSUED IS:

<u>More Than</u>	<u>And Not More Than</u>	<u>The Fee Is</u>
\$ -0-	\$ 500,000	\$ 6,000 plus \$4.00 per \$1,000 for all over \$250,000
\$ 500,000	\$ 1,000,000	\$ 7,000 plus \$3.50 per \$1,000 for all over \$500,000
\$ 1,000,000	\$ 2,500,000	\$ 8,750 plus \$3.25 per \$1,000 for all over \$1,000,000
\$ 2,500,000	\$ 5,000,000	\$ 13,625 plus \$3.00 per \$1,000 for all over \$2,500,000
\$ 5,000,000	\$10,000,000	\$ 21,125 plus \$2.00 per \$1,000 for all over \$5,000,000
\$10,000,000	\$15,000,000	\$ 31,125 plus \$1.50 per \$1,000 for all over \$10,000,000
\$15,000,000	\$20,000,000	\$ 38,625 plus \$1.25 per \$1,000 for all over \$15,000,000
\$20,000,000	No Limit	\$ 44,875 plus \$1.00 per \$1,000 for all over \$20,000,000

Fee for Revenue Bond Issues shall be the amount computed from the schedule above plus 25%.

When bonds are issued in multiple installments, the fee for each installment shall be the net amount as computed from the schedule above.

RBC CM will bill the Issuer at Closing for each issue of Obligations a net amount which will include a fee calculated on the above schedule as well as costs and expenses, where applicable, incurred on behalf of the Issuer. Such expenses incurred could include preparation, printing, and distribution of the Notice of Sale, Official Statement, rating fees and travel expenses related to rating, if any, printing of the Obligations, and all appropriate costs and expenses associated with the closing and delivery of the Obligations.



STAFFORD POLICE DEPARTMENT

2702 South Main Street
Stafford, Texas 77477-5599
PHONE: (281) 261-3950
FAX: (281) 499-9744

Memo

TM-PD-1220

To: Mayor Mathew and Council
From: Richard S. Ramirez, Chief of Police
Date: May 29, 2024
Re: Training Request(s)

Please approve the following training request(s) and all related expenses for the following police personnel:

Name	Date of Training	Description of Training	Tuition	Lodging / Per Diem	TOTAL
Hayden, Dominique	07/01/2024-07/03/2024	ICC Spanish for Law Enforcement	\$ 0	N/A	\$0
TOTAL					\$0

TOTAL COST: \$0

NOTE: These trainings were pre-approved in the 2023-2024 Budget

RSR/rbc

Attachment(s)

RICHARD S. RAMIREZ
CHIEF OF POLICE

Stafford Police Department

Training Request

Employee Name: Dominique Hayden Division: Support Services

Training Information

Name of School / Seminar: ICC Spanish for Law Enforcement

Location of Class: Pearland Police Department 2555 Cullen Pkwy Pearland, TX 77581

Begin Date: 07/01/2024 End Date: 07/03/2024 Times: 8:00 a.m. to 5:00 p.m.

Billing Information

Payable to: N/A

Address: _____
Street Address City State

Class Registration completed: Y ☒ N ☐ Cost of Training: \$ 0.0

Accommodations / Transportation / Per Diem

Hotel: _____
Name Street Address City State Contact #

Total Cost for Lodging: \$ 0 Reservations Made: Y ☐ N ☒

Transportation - City Vehicle: Y ☐ N ☒ City Gas Card: Y ☐ N ☒

Air Travel: Y ☐ N ☒ If yes: \$ _____ (Reservations will be made by Administration)

Per Diem - # of Days: _____ @ \$ _____ / day = \$ 0 [Click Here for Per Diem Rate](#)

Mileage Reimbursement - # of miles (SPD to destination) _____ @ \$ 0.655 / mile = \$ 0

TOTAL COST OF TRAINING: 0.0 + 0 + _____ + 0 + 0 = \$ 0
I Tuition Hotel Travel Per Diem Mileage

ATTACH ALL SUPPORT INFORMATION (training brochure, hotel information, etc.)

Employee Signature: Jennifer Treviño Digitally signed by Jennifer Treviño
Date: 2024.05.13 14:58:07 -05'00'

Approved: Y ☒ N ☐ Reason for Denial: _____

Supervisor Signature: Lt. Luciano Lopez Digitally signed by Lt. Luciano Lopez
Date: 2024.05.13 15:07:44 -05'00'

Approved: Y ☒ N ☐ Reason for Denial: _____

Division Commander Signature: Captain J. Williams Jr. Digitally signed by Captain J. Williams Jr.
Date: 2024.05.13 15:47:30 -05'00'

UPON COMPLETION BY THE DIVISION COMMANDER, FORWARD THE REQUEST AND ALL ATTACHMENTS BY EMAIL TO ADMIN.

Approved: Y ☐ N ☐ Reason for Denial: _____

Asst. Chief Signature: Kelly Wright

Approved: Y ☐ N ☐ Reason for Denial: _____

Chief Signature: [Signature]



[All Active](#) [Completed](#) [My Transcripts](#) [Waiting List](#)

ICC Spanish for Law Enforcement - (July 1, 2024 8:00 am - 5:00 pm)

1 Lesson in All Courses, Welcome to the Pearland Police Department Training Portal! - All Upcoming Training Courses 0 of 1 lessons completed

Dates:

July 1, 2024 8:00 am - 5:00 pm

July 2, 2024 8:00 am - 5:00 pm

July 3, 2024 8:00 am - 5:00 pm

Location:

Pearland Police Department

2555 Cullen Pkwy

Pearland, TX 77581

Room Location:

Main Training Room Upstairs

Available Seats: 22 of 24

TCOLE Credit Hours: 24

*****TO REGISTER FOR THIS COURSE, PLEASE LOGIN AND REGISTER*****

An important duty for a criminal justice professional is gathering information during field interviews. One must be able to ask questions and be prepared to interpret the response in Spanish. This course will provide tips for identifying oneself and on how to ask questions necessary for establishing events, gathering details about times and dates, finding witnesses, and obtaining the description of suspects or victims. This course meets Texas Commission on Law Enforcement (TCOLE) requirements #2109



City of Stafford
Budget Clearance Form

Description of Requested Item - (Please attach all supporting documentation)
Requesting approval to renew the contract with Whitley Penn for FY23-24 annual audit

Classification of Expenditure (check the one that applies)	
<input type="checkbox"/> Emergency	<input type="checkbox"/> Normal
<input type="checkbox"/> Critical	<input type="checkbox"/> Grant Funds - Paid in Advance
<input type="checkbox"/> Very Necessary	<input type="checkbox"/> Grant Funds - Reimbursement

Agenda Date: 6/5/24	Requested By: A. Shah
Department: Finance	Department Head Approval: <i>A. Shah</i>

Budget	
Budget Line Item	100-502-365.00
Expenditure Required	\$26,500
Current Budget	\$49,236
Additional Funding	N/A
Funding Source	FY23-24 Adopted Budget

Finance Approval: <i>A. Shah</i>	Date: 05/23/24
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Mayor's Comments

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Mayor's Approval for Discussion Item		Mayor's Approval for Consent Agenda	<i>Ken Mathew</i>
Date:		Date:	<i>5/24/24</i>
Rejected by Mayor for Inclusion on Agenda		Date:	



CITY OF STAFFORD

2610 SOUTH MAIN STREET • STAFFORD, TEXAS 77477

281-261-3900 • FAX: 281-261-3994

WWW.STAFFORDTX.GOV

Memo

To: Mayor and City Council
From: Alka Shah, Chief Financial Officer
Date: May 23, 2024
Re: Annual Financial Audit Contract

Finance is requesting your approval to renew the contract with Whitley Penn to perform the state-required financial audit for the fiscal year ending September 30, 2024. This will be the fourth year of a five-year contract. The audit process has two segments: (1) The interim audit will take place in the month of August 2024, and (2) the final audit will take place in the month of January 2025. The total fee for this audit is \$53,000. The funds for the interim audit are budgeted in the fiscal year 2023-2024. The funds for the final audit will be budgeted in the fiscal year 2024-2025.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN ENGAGEMENT LETTER AGREEMENT WITH WHITLEY PENN FOR AUDITING SERVICES FOR THE CITY OF STAFFORD.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS:

Section 1. The City Council hereby authorizes the Mayor to execute an engagement letter with Whitely Penn for auditing services in accordance with the terms and conditions set forth in the agreement attached hereto as Exhibit A and incorporated herein for all purposes.

PASSED, APPROVED, AND RESOLVED this the 5th day of June, 2024.

Ken Mathew, Mayor

ATTEST:

Roxanne Benitez, City Secretary

EXHIBIT A

May 20, 2024

To the Honorable Mayor and
Members of the City Council
City of Stafford, Texas

You have requested that we audit the financial statements of the governmental activities, the discretely presented component units, each major fund, and the aggregate remaining fund information of City of Stafford, Texas (the “City”), as of September 30, 2024 and for the year then ended, and the related notes to the financial statements, which collectively comprise the City’s basic financial statements. In addition, we will audit the City’s compliance over major federal award programs for the year ended September 30, 2024 .

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity’s major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America require that *certain information* be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by *Governmental Accounting Standards Board*, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management’s responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management’s Discussion and Analysis
- General and Special Revenue Fund Budgetary Comparison Schedules
- Pension Information and Other Post-employment Benefit Information

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements and schedules
- Schedule of Expenditures of Federal Awards

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Auditor Responsibilities

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). As part of an audit of financial statements in accordance with GAAS and *in accordance with Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
- For maintaining records that adequately identify the source and application of funds for federally funded activities;
- For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
- For the design, implementation, and maintenance of internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
- For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
- For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award
- For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
- For taking prompt action when instances of noncompliance are identified;
- For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
- For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
- For submitting the reporting package and data collection form to the appropriate parties;
- For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
- To provide us with:
 - a) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b) Additional information that we may request from management for the purpose of the audit; and
 - c) Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.
 - d) A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and

- e) A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report
- For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
- For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
- For the accuracy and completeness of all information provided;
- For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
- For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information (including the schedule of expenditures of federal awards) referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria such as the Uniform Guidance, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

Nonattest services will include assistance with preparation of the financial statements and note disclosures, government-wide adjustment adjusting entries, and preparation of the data collection form and submission to the federal audit clearinghouse. We will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities. We will perform the services in accordance with applicable professional standards, including *Government Auditing Standards*.

In addition, nonattest services will include assistance with the data entry of lease and subscription-based information technology arrangement (SBITA) information into a lease and subscription management software. We will not provide any hosting services and the District will be the sole owner of data input to the subscription management software.

Our responsibilities and limitations of the nonattest services are described below:

The nonattest services are limited to the services we described above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise the City regarding these nonattest services, but the City must make all decisions with regard to those matters.

Fees and Timing

The timing of our audit will be scheduled for performance and completion as follows:

Document internal control and preliminary tests	August 2024
Perform year-end audit procedures	December 2024 to January 2025
Issue audit reports	February/March 2025

We anticipate meeting these deadlines barring any delays.

Patrick Simmons, CPA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Whitley Penn, LLP’s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for the audit services will be based on the amount of time required and the difficulty of the work involved which we estimate to be \$45,000 for the financial statement audit and \$8,000 for the single audit services for one major program. Each additional major program would incur fees of \$5,000 each. In addition, costs related to utilization of the lease and subscription management software will be \$6,000 and includes Whitley Penn’s services to assist with data input, training, and the cost of the annual license fee. The fee estimate for the audit is based on anticipated cooperation from the City’s personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation and payment is due in Tarrant County. You agree to pay reasonable attorney fees and collection costs incurred relating to collection of fees for services performed under the terms of this engagement. In accordance with Whitley Penn, LLP policy, work may be suspended if your account becomes 30 days or more past due and will not resume until your account is paid in full. In addition, invoices not paid in full by the last day of the month will be assessed interest at a rate of one percent per month. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been complete even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. Our final auditors’ report will be released upon final payment of any outstanding invoices.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We would like to make the following comments regarding the fee estimates:

1. Our fee estimates have not considered the effects of any changes to auditing standards and accounting principles, which may be promulgated by the AICPA, Congress, or any other regulatory body in the future and are unknown to us at this time. If significant additional time is necessary resulting in increased fees, we will endeavor to notify you of any such circumstances as they are assessed.
2. Our fee estimates are based on the assumption that we will be able to obtain internal control reports from the City's payroll service provider (where necessary), more commonly referred to as a SOC 1 Report and that we will be able to place reliance on these reports for internal control purposes in conjunction with the internal controls present in the administration of the City. Any weaknesses noted in the internal control may affect the nature, timing, and extent of our procedures and accordingly our fees will be adjusted to reflect such changes.
3. The City's personnel are responsible for the preparation of all items requested in the Prepared by Client ("PBC") listing and received by the date requested. Any delays caused by not preparing the items when requested may result in additional fees, as well as the possibility of postponing our fieldwork. The PBC listing will be provided to you during the planning process of the engagement.
4. Time incurred for audit adjustments identified during our audit and the related additional testing required has not been considered in our fee estimates. Prior to performing any additional testing, we will notify you of the exceptions and obtain approval for any additional fees which may be incurred.
5. Our fee estimates are based on all general ledger sub ledgers being reconciled to the general ledger balance and any adjustment necessary should be recorded to the general ledger prior to our fieldwork start date.

The scheduling of our professional staff requires complex models to balance the needs of our clients and the utilization of our people. Last minute client requested scheduling changes result in costly downtime due to our inability to make alternate arrangements for our professional staff. If after scheduling our work, you do not provide proper notice, which we consider to be one week, of your inability to meet the agreed-upon date(s) for any reason, or do not provide us with sufficient information required to complete the work in a timely manner, additional billings will be rendered for any downtime of our professional staff.

The ethics of our profession prohibit the rendering of professional services where the fee for such services is contingent, or has the appearance of being contingent, upon the results of such services. Accordingly, it is important that our bills be paid promptly when received. If a situation arises in which it may appear that our independence would be questioned because of significant unpaid bills, we may be prohibited from issuing our auditors' report.

In the unlikely event that differences concerning our services or fees should arise that are not resolved by mutual agreement, to facilitate judicial resolution and save time and expense of both parties, the City and Whitley Penn, LLP agree not to demand a trial by jury in any action, proceeding or counterclaim arising out of or relating to our services and fees for this engagement. Any controversy, dispute, or questions arising out of or in connection with this agreement or our engagement shall be determined by arbitration conducted in accordance with the rules of the American Arbitration Association, and any decision rendered by the American Arbitration Association shall be binding on both parties to this agreement. The costs of any arbitration shall be borne equally by the parties. Any and all claims in arbitration relating to or arising out of this contract/agreement shall be governed by the laws of Texas and to the extent any issue regarding the arbitration is submitted to a court, including the appointment of arbitrators or confirmation of an award, the District courts in Tarrant County shall have exclusive jurisdiction. Any action arising out of this agreement or the services provided shall be initiated within two years of the service provided.

This letter replaces and supersedes any previous proposals, correspondence and understanding, whether written or oral. The agreements contained in this engagement letter shall survive the completion or termination of this engagement. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

To ensure that Whitley Penn, LLP's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

In the course of our services, our firm may transmit confidential information that you provided us to third parties in order to facilitate our services. As applicable, we require confidentiality agreements with all our service providers to maintain the confidentiality of your information and additionally the firm will take reasonable precautions to determine that our service providers have the appropriate procedures in place to prevent the unauthorized release of confidential information to others.

We will remain ultimately responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

In the event we are required by government regulation, required by subpoena or other legal process to produce information or our personnel for interviews or depositions in relation to a matter involving the City, the City will, so long as we are not a party or the focus of the proceeding or inquiry in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Whitley Penn, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to your pass-through regulatory entity and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision Whitley Penn, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

The City may wish to include our report on these financial statements in an exempt offering document. The City agrees that the aforementioned auditor's report, or reference to our Firm, will not be included in such offering document without prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement letter. For exempt offerings for which we are not involved, you will clearly indicate that we were not involved with the contents of such offering document and a disclosure as shown below will be included in the exempt offering:

"Whitley Penn, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Whitley Penn also has not performed any procedures relating to this offering document."

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of 7 years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the Honorable Mayor and Members of City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the City's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Whitley Penn LLP

Houston, Texas

RESPONSE:

This letter correctly sets forth our understanding. Acknowledged and agreed on behalf of City of Stafford, Texas by:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



CliftonLarsonAllen LLP
CLAconnect.com

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

To the Partners of Whitley Penn LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Whitley Penn LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards* (including compliance audits under the Single Audit Act), audits of employee benefit plans, audits performed under the Federal Deposit Insurance Corporation Improvement Act (FDICIA), and an examination of a service organization (SOC 1 engagement).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

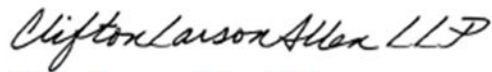


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Whitley Penn LLP
Page 2

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Whitley Penn LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Whitley Penn LLP has received a peer review rating of *pass*.



CliftonLarsonAllen LLP

Phoenix, Arizona
October 6, 2021

DIVIDER PAGE



whitleypenn

CPAs and Professional Consultants

City of Stafford and Stafford Economic Development Corporation



May 18, 2022

Patrick Simmons, CPA, Audit Partner
3737 Buffalo Speedway, Suite 1600
Houston, Texas 77098
713-403-3317 (Office)
409-771-5264 (Mobile)
Patrick.Simmons@whitleypenn.com

PROFESSIONAL FEES

Fiscal Year	City of Stafford	Single Audit*	Total	Stafford Economic Development Corporation
2022	\$42,500	\$7,500	\$50,000	\$14,500
2023	\$43,750	\$7,750	\$51,500	\$15,000
2024	\$45,000	\$8,000	\$53,000	\$15,500
2025	\$46,250	\$8,250	\$54,500	\$16,000

* Single audit fee in each year includes one major program. Costs for additional major programs in a single year are \$5,000 per major program.

Rates for Additional Professional Services

We would expect to remain within any negotiated fee level unless factors considered by us in estimating the fee level change significantly. Should circumstances dictate that material increases in our time requirements are necessary, fees for additional professional services shall be discussed prior to Whitley Penn incurring additional costs and will be agreed to by the City and/or SEDC prior to performance. Routine advisory services provided through phone calls, conferences, or otherwise in connection with incidental matters arising during the course of a year would not be billed separately but would be absorbed in our estimated annual fee. We encourage open lines of communication throughout the year as part of our services.

Manner of Payment

Our billing procedures are performed monthly. We would bill the City and SEDC for our services on a monthly basis as services are performed.

We appreciate the opportunity to work with the City of Stafford and SEDC and are looking forward to another successful year. Thank you!

Certification

I hereby certify that I am an authorized agent of the proposing firm entitled to represent the firm, empowered to submit this bid and authorized to sign a contract with the City of Stafford (the "City") and Stafford Economic Development Corporation ("SEDC").

Patrick Simmons, CPA, Audit Partner

Date



City of Stafford
Fire Department
2510 S. Main, Stafford, Texas 77477
281.208.6984



To: Mayor Matthew and City Council
From: L. Di Camillo, Fire Chief
Date: May 20, 2024
Reference: Interim Supervisor Appointments

I would like to request approval to appoint 2-Interim Duty Crew Captains and 3-Interim Duty Crew Lieutenants to maintain effective span of control for operations, administrative matters, and accountability. These interim appointments are necessary due to personnel having left the department and positions being unfilled. The requested interim appointments are in accordance with City of Stafford Personnel Policy; Pg 16; Sec 2.05 Promotions Policy/Temporary Assignment of Higher Classified Position.

Additionally, an hourly rate adjustment is requested for these appointments in accordance with Local Texas Government Code Sec. 141.033 (b). as follows:

Employee	Regular	Interim	Interim Pay Adjust
J. Barge	Lieutenant	Captain	\$1.05hr
D. Slay	Lieutenant	Captain	\$1.05hr
R. Bayes	Fire Fighter	Lieutenant	\$1.00hr
A. DeLaGarza	Fire Fighter	Lieutenant	\$1.00hr
M. Parada	Fire Fighter	Lieutenant	\$1.00hr

Cost impact is neutral given that these personnel already receive an adjustment to compensation when functioning in these roles. These appointments simply formalize supervisory authority with assigned roles and responsibilities. Further these interim appointments are temporary in nature with the acknowledgement and understanding of personnel. These interim appointments will end upon the creation of permanent full-time positions in the future.

The requested interim positions above have been reviewed by HR Director S. Garcia and Finance Director A. Shah.

If I can answer any questions, or provide any additional information, please do not hesitate to let me know.

DUTY CREW ROSTER INFORMATION	
CURRENT	INTERIM PLAN
DC Captain	DC Captain
DC Captain	DC Captain
	DC Captain (I)
	DC Captain (I)
2	4
DC Lieutenant	DC Lieutenant
DC Lieutenant	DC Lieutenant
DC Lieutenant	DC Lieutenant
DC Lieutenant	DC Lieutenant (I)
DC Lieutenant	DC Lieutenant (I)
	DC Lieutenant (I)
5	6
DC Fire Fighter	DC Fire Fighter
DC Fire Fighter	DC Fire Fighter
DC Fire Fighter	DC Fire Fighter
DC Fire Fighter	DC Fire Fighter
DC Fire Fighter	DC Fire Fighter
DC Fire Fighter	DC Fire Fighter
DC Fire Fighter	DC Fire Fighter
DC Fire Fighter	DC Fire Fighter
DC Fire Fighter	DC Fire Fighter
DC Fire Fighter	DC Fire Fighter
DC Fire Fighter	DC Fire Fighter
DC Fire Fighter	DC Fire Fighter
DC Fire Fighter	DC Fire Fighter
DC Fire Fighter	DC Fire Fighter
DC Fire Fighter	DC Fire Fighter
DC Fire Fighter	DC Fire Fighter
DC Fire Fighter	DC Fire Fighter
DC Fire Fighter	DC Fire Fighter
DC Fire Fighter	
DC Fire Fighter	
DC Fire Fighter	
22	19
TOTAL: 29	TOTAL: 29



Development Services

Memo

To: Mayor Mathew and Council Members

From: Laura Morales, Senior Development Services Specialist

Cc: Scott McElrath, Code Compliance Administrator

Date: May 28, 2024

Re: Authorized City Vendor – TGM Digital

Code Compliance Administrator Scott McElrath requested business card quotes from the following vendors:

- Reflection Printing
- TGM Digital Media & Printing

Based on the quotes received (see attachments), we recommend TGM Digital Media & Printing be selected as an approved vendor for the City. Having had prior experience with TGM Digital Media & Printing, the City aims to maintain our business relationship. A resolution has been included with this memo.

If you have any questions, please contact either myself or Mr. McElrath.

Sincerely,

A handwritten signature in cursive script that reads "Laura Morales".

Laura Morales
Senior Development Services Specialist

From: [REDACTED]
To: [Laura Morales](#)
Subject: RE: Paul Chavez
Date: Wednesday, April 17, 2024 9:59:08 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)

Laura,

The price for 1,000 business cards of one name would be \$94.65. If it is not a repeat type would be \$20.00

Thank you.

Jamie Huther

Reflection Printing

6131 Corporate Drive

Houston, Texas 77036

713.271.2253

From: Laura Morales <LMorales@staffordtx.gov>

Sent: Wednesday, April 17, 2024 9:10 AM

To: Jamie Huther [REDACTED]

Subject: RE: Paul Chavez

Please provide me with a quote for 1000 business cards:

[REDACTED]
Director of Public Works
281-261-3946 Office
346-624-9837 Cell

Thank you

Laura Morales

Senior Development Services Specialist

Development Services

LMorales@staffordtx.gov

Phone: (281) 261-3940

Mobile: (281) 703-2189



From: [REDACTED]
To: [Laura Morales](#)
Subject: Re: FW: REMINDER: Business Cards
Date: Tuesday, May 21, 2024 3:39:43 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)

Hi Laura, \$90 for 1000
Thanks,
Thomas George
TGM Digital Media & Printing
13910 Murphy Road
Stafford, TX 77477
832-818-8188

On Tue, May 21, 2024 at 3:11 PM Thomas George [REDACTED] > wrote:

Hi Laura,
Thomas will be back around 4pm, he will respond to your email then.
Thanks,
Thomas George
TGM Digital Media & Printing
13910 Murphy Road
Stafford, TX 77477
832-818-8188

On Tue, May 21, 2024 at 2:52 PM Laura Morales <LMorales@staffordtx.gov> wrote:

Please provide me a quote for 1000 cards. Thank you

Courtenay O'Reilly
Health & Code Compliance Officer
O: (281) 261-5966 C: (832) 720-5888

From: Scott McElrath <SMcElrath@staffordtx.gov>

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS SELECTING TGM DIGITAL MEDIA AND PRINTING AS AN AUTHORIZED VENDOR FOR PRINTING SERVICES.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS:

Section 1. The City Council hereby selects TGM Digital Media and Printing as an authorized vendor for City printing services as described in the memorandum and quote set forth as “Exhibit A”, attached hereto, and incorporated herein for all purposes.

PASSED, APPROVED, AND RESOLVED this 5th day of June, 2024.

Ken Mathew, Mayor

ATTEST:

Roxanne Benitez, City Secretary

EXHIBIT A



City of Stafford

Budget Clearance Form

Description of Requested Item - (Please attach all supporting documentation)

I am requesting approval and payment of expenses for Building Inspector, Mr. Irby Rico to attend a Plumbing Continuing Education class Saturday, July 13, 2024

Classification of Expenditure (check the one that applies)

☐

Emergency

☐

Critical

☐

Very Necessary

☒

Normal

☐

Grant Funds - Paid in Advance

☐

Grant Funds - Reimbursement

Agenda Date:

6/5/24

Requested By:

Laura Morales

Department:

Development Services

Department Head

Approval:

Laura Morales

Budget

Budget Line Item

100-510-679

Expenditure Required

\$100

Current Budget

\$2,303

Additional Funding

N/A

Funding Source

Adopted FY23-24 Budget

Finance Approval:

Akash Shah

Date:

5/29/24

Mayor's Comments

Mayor's Approval for
Discussion Item

Mayor's Approval
for Consent Agenda

Ken Masten

Date:

Date:

5/30/24

Rejected by Mayor for
Inclusion on Agenda

Date:



Development Services

Memo

Date: May 28,2024
To: Mayor Ken Mathew, and City Council
From: Laura Morales
Re: Plumbing Continuing Education

Senior Development Services Specialist, Laura Morales request the approval for the Building Official, Mr. Irby Rico to attend a Plumbing Continuing Education class on Saturday, July 13, 2024 in the amount of \$100.00. A city vehicle will be utilized for transportation.

Funded by Budget line 100-510-679



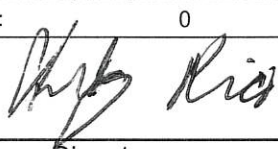
City of Stafford

2610 South Main

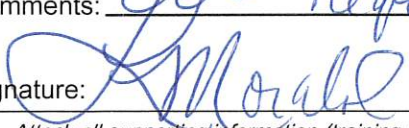
Stafford, Texas 77477

Training Request

Print or Type

Employee Name: Irby Rico		Department: Development Services	
Title of Workshop/Course/School/Seminar: Building Official		Begin Date: 07/13/2024	Times: 8:00am-5:00pm
		End Date: 7/13/2024	
Location: Tomball, TX			
Type of Training: Plumbing Continuing Education		Registration Deadline: 7/11/2024	
Have you pre-registered? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Registration Costs: \$100.00	
Pay registration to: PHCC Texas			
Address: 145 Trademark Drive, Buda, TX 78610			
<i>Keep a copy of your registration form for your records in case any questions arise. If you are requesting reimbursement, proof of payment must be attached.</i>			
Type of Transportation: Ground	City Vehicle? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City gas card? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Air Travel? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Cost: \$100.00		
Car Rental? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<i>Cost of Accommodations, Transportation, Per diem</i>			
Mileage: 0	Lodging: 0	Meals: 0	
Employee Signature: 		Date: 5/28/2024	

If you have pre-registered without receiving full approval, your request for reimbursement may be denied

Supervisor's Comments: <i>CO's Required.</i>	
Supervisor's Signature: 	Date: 5/28/2024

Attach all supporting information (training brochure, hotel, transportation & registration information)

Permit Department

Office Number (281) 261-3940

Fax Number (281) 261-3939

00:00

I need more time

Your time has expired. Please complete this page to see if your items are still available.

[Sign In \(/login.aspx\)](/login.aspx)

[Join Now! \(/general/register_start.aspx\)](/general/register_start.aspx)



(/)

MENU

PLBG CE, Tomball: 7/13/24 (Killebrew) | Registration

ARE YOU A MEMBER?

If you are a CONTRACTOR Member of PHCC and wish to obtain member pricing for this class or event, please sign in (</login.aspx>)

Attendee Info

Attendee Selections

Please select one of the following (required)



**PLBG CE, Tomball:
7/13/24 (Killebrew)**

Regularly: ~~\$115.00~~ **Early Bird Price: \$100.00**

[Save & Add Another Attendee](#)

[Save & Finalize Registration](#)

More Actions



City of Stafford

Budget Clearance Form

Description of Requested Item - (Please attach all supporting documentation)

Request for approval for a short-term agreement between City of Stafford and Westco Grounds from June 1-September 30 for Landscape and Mowing Maintenance at Secondary Right-of Ways and Cash Road paid by City Budget.

Classification of Expenditure (check the one that applies)

☐

Emergency

☐

Critical

☒

Very Necessary

☐

Normal

☐

Grant Funds - Paid in Advance

☐

Grant Funds - Reimbursement

Agenda Date: May 28, 2024

Requested By: Laura Morales

Department: Development Services

Department Head
Approval:

Budget

Budget Line Item 100-512-368

Expenditure Required \$53,996

Current Budget \$54,232

Additional Funding N/A

Funding Source Adopted FY23-24 Budget

Finance Approval: *Aruka Shah*

Date: 5/29/24

Mayor's Comments

Mayor's Approval for
Discussion Item

Mayor's Approval
for Consent Agenda

Ken Maten

Date:

Date:

5/30/24

Rejected by Mayor for
Inclusion on Agenda

Date:



Public Works

Memo

Date: May 28, 2024
To: Mayor Ken Mathew and Council
From: Laura Morales, Senior Development Services Specialist
Re: Westco Extension

The Public Works Department request the approval to enter into a short-term agreement between the City of Stafford and Westco Grounds, which ended on April 30, 2024. The monthly cost for City Right-of Ways and Cash Road remain consistent and was budgeted in FY 2023-2024. This will also allow staff ample time to solicit proposals.

If you have any questions or need further information, please contact myself or Mr. Scott McElrath.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS AUTHORIZING THE MAYOR TO EXECUTE AN EXTENSION AGREEMENT WITH WESTCO GROUNDS MAINTENANCE CO., INC. ("WESTCO") EXTENDING THE TERM OF THE AGREEMENT TO SEPTEMBER 30, 2024.

WHEREAS, the City of Stafford entered into an Agreement with Westco on May 1, 2019, for landscaping and mowing services of the City's right-of-ways; and

WHEREAS, the term of said Agreement was for two years with three (3) one-year extension options which were exercised; and

WHEREAS, the term of the Agreement ended May 1, 2024; and

WHEREAS, the City and Westco desire to enter into an agreement to extend the term of the Agreement dated May 1, 2019, for the mutual benefit of both parties.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS THAT

Section 1. The City Council hereby authorizes the Mayor to enter into the Extension Agreement which is attached hereto as **Exhibit A** and incorporated herein for all purposes, with Westco.

PASSED, APPROVED, AND RESOLVED this ____ day of June, 2024.

Ken Mathew, Mayor

ATTEST:

Roxanne Benitez, City Secretary

**City of Stafford, Texas
Landscaping and Mowing Maintenance Agreement
With Westco Grounds Maintenance Co., Inc.**

EXTENSION AGREEMENT

This Landscaping and Mowing Maintenance Extension Agreement is made and entered into between the City of Stafford, Texas (“the “City”) and Westco Grounds Maintenance Co., Inc. (“Westco”) to extend the term of the Initial Agreement dated May 1, 2019.

Whereas, the City and Westco entered into a Landscaping and Mowing Maintenance Agreement dated May 1, 2019, (“Initial Agreement”) which is attached as **Exhibit A**.

Whereas, the term of the Initial Agreement ended on April 30, 2024, after the parties exercised three (3) one-year option periods.

Whereas, the City and Westco desire to extend the Initial Agreement to extend the terms and conditions to September 30, 2024.

All other terms and conditions of the Initial Agreement shall remain unchanged.

IN WITNESS WHEREOF, the respective parties hereto have caused this Extension Agreement to be duly executed as of the date first herein written.

City of Stafford

Ken Mathew, Mayor

Date

Westco Grounds Maintenance Co., Inc.

[name] [title]

Date

DIVIDER PAGE

RESOLUTION NO. 65-21

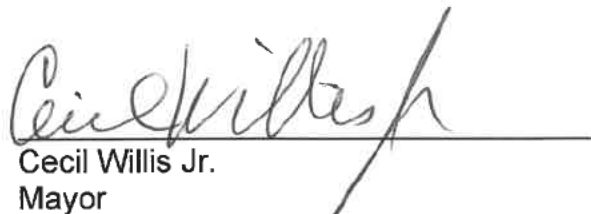
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS, AUTHORIZING THE MAYOR TO SIGN A TWO-YEAR AGREEMENT WITH WESTCO FOR LANDSCAPE AND MOWING MAINTENANCE OF CITY RIGHT-OF-WAY.

* * * * *


BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS:

Section 1. The City Council authorizes the mayor to sign a two year agreement with Westco in the amount of \$155,016.00 per year for landscape and mowing maintenance of City of Stafford Right-of-Way in accordance with the terms and conditions of the agreement attached hereto as Exhibit A and incorporated herein for all purposes.

PASSED, APPROVED, and RESOLVED this 15th day of December, 2021.


Cecil Willis Jr.
Mayor

ATTEST:



Nicola Browe
Acting City Secretary

EXHIBIT A



Landscaping and Mowing Maintenance RFP 4/4/2019-Resolution NO. 14-19

Start Date 1/1/2022

Client City of Stafford
2610 South Main
Stafford, TX 77477

Property City of Stafford Roads
610 South Main
Stafford, TX 77477

This addendum outlines the revised landscape maintenance scope for Hwy 90, US59, and secondary roadways. The addendum will supersede the requirements outlined in the landscaping and mowing maintenance RFP (4/4/2019)- Resolution No. 14-19 and will commence on the start date listed above.

Service Specifications

Weekly Mowing 69 & 90

- Maintain turf areas 42 times
- Mow turf areas with commercial maintenance equipment
- Mechanically line trim (Weed Eat)
- Mechanically edge along hard edges
- Blow all debris from hard surfaces that are a result of landscape maintenance services
- Litter will be removed and taken off site from all landscape areas
- Spot treat for fire ants
- Insect and disease inspections

Mowing - Secondary Streets

- Maintain turf areas 21 times per year, 2 times per month during the growing season and 1 time per month during the none growing season.
- Mow turf areas with commercial maintenance equipment
- Mechanically line trim (Weed Eat)
- Mechanically edge along hard edges
- Blow all debris from hard surfaces that are a result of landscape maintenance services
- Litter will be removed and taken off site from all landscape areas
- Spot treat for fire ants
- Insect and disease inspections
- Full Rotation - Additional mows, 1 time service cost is \$2790.00 *Caution*
- If the Cemetery is removed from the contract, the cost would be reduced -\$243.00 per month, -\$2,919.00 annually.

Bed maintenance - Combined

- Maintain bed areas 12 times per year, crew will service beds weekly during the growing season
- Prune shrubs and groundcovers as necessary to maintain a neat and maintained

appearance

- Remove all trimmings that are a result of landscape maintenance services
- All seams in the concrete surfaces will be treated with an herbicide
- Cut back Crape Myrtles up to 8' height in the winter (January – March)
- Prune deciduous trees up to 8' height when dormant to promote symmetrical shape
- Remove suckers along the trunk of tree
- Remove all tree limbs within 8' from the ground that may cause a safety hazard.
- Litter will be removed and taken off site from all landscape areas
- Insect and disease inspections

Shrub fertilization - Combined

- Apply a high quality slow release fertilizer designed to meet the nutritional requirements ornamental shrubs, small trees (less than 6' over all height) and ground cover
- Shrub fertilizer is applied 2 times per year in the spring.

Spray Lines & Beds - Combined

- Treat Surface weeds with pre & post emergent herbicide 6 times annually

Raise Tree Canopy 69 & 90

- Once a year, Safety prune trees to be compliant with standards for roadways, clear zone and sight distances.

Litter Pick-up 69 & 90

- Non-vegetative litter (e.g. paper, cans, refuse, car parts etc) will be regularly collected and properly disposed of from lawns, trees, individual shrubs, planting beds, vines, decomposed granite, mulch and pavement, etc.
- **Litter pick up provided 2 times per week by a separate crew for US90A and I-69**
- **This is in addition to the normal litter pickup performed by mowing and bed maintenance crews.**

Mulch Application - Combined

- 1" to 1.5" of fine shredded hardwood will be applied to beds and tree saucers one time per year.

Insect Control Program - 69 & 90

- To prevent and/or control insect out breaks, insecticide will be applied to ornamental shrubs, small trees (less than 6' over all height) and ground cover.
- The insect control program includes 6 applications per year.

Tractor Mowing - Streets

- Specified areas: Stafford Centre Field 1, Stafford Centre Field 2, will be mowed with a brush hog tractor.
- Fences and other obstacles will be line trimmed.
- Tractor mowing will be performed 17 times per year.

Optional Services

Bahia Grass Suppressant (per acre cost)

- A premium Pre emergent herbicide is used to control Bahia grass going to seed.
- Weed control program is 2 applications per year, 1 application in August and 1 application in late September.
- This program does not cover all weeds.
- This is the cost to treat 1 acre

Service Area



- **Secondary Road List**

- Ave A,
- Ave B
- Ave C
- Ave D
- Ave E
- Ave F
- Ave H

- Ave I
- Briarside Dr.
- Cardinal Meadow Dr.
- Cash Rd.
- Dairy Ashford Rd.
- Dulles Ave.
- FM 1092
- FM 1092 (Murphy Rd.)
- FM 1092 Ramp
- Fountain Lake Dr.
- Greenbough Dr.
- Greenbriar Dr.
- Greenland Dr.
- Grove West Blvd.
- Katy Dr.
- Mula Rd.
- Murphy Rd. (FM 1092)
- Plantation Ln.
- Royal Dr.
- S. Kirkwood Rd.
- S. Main St.
- Southmeadow Dr.
- Stafford Centre Dr.
- Stafford Cemetery
- Staffordshire Rd.
- Stafford Point Dr.
- Stafford Rd.
- Stafford Run Rd.
- Sugardale Blvd.
- Sugar Grove Blvd.
- West Airport Blvd.
- Wright Rd.
- Bluebonnet
- 5th Street
- Sugar Ridge
- Brand Land
- Fountain Gate
- Stafford Pride

- Monthly Pricing per Section
 - 90A: \$14,221.00 $\times 12 = 170,652.00$
 - US 69: \$3,295.00 $\times 12 = 39,540.00$
 - Streets: \$12,918.00 $\times 12 = 155,016.00$
- $\} \$210,192.00$ SEDC
- $\} 155,016.00$ City
-

Fixed Payment Schedule

Schedule	Price	Sales Tax	Total Price
January	\$30,434.00	\$0.00	\$30,434.00
February	\$30,434.00	\$0.00	\$30,434.00
March	\$30,434.00	\$0.00	\$30,434.00
April	\$30,434.00	\$0.00	\$30,434.00
May	\$30,434.00	\$0.00	\$30,434.00
June	\$30,434.00	\$0.00	\$30,434.00
July	\$30,434.00	\$0.00	\$30,434.00
August	\$30,434.00	\$0.00	\$30,434.00
September	\$30,434.00	\$0.00	\$30,434.00
October	\$30,434.00	\$0.00	\$30,434.00
November	\$30,434.00	\$0.00	\$30,434.00
December	\$30,434.00	\$0.00	\$30,434.00
	\$365,208.00	\$0.00	\$365,208.00

Optional Services

Initial next to optional services you would like added to your contract.	Frequency	Cost per Occ.	Ext. Cost	Sales Tax	Annual Cost
Bahia Grass	1	471.90	\$471.90	\$0.00	\$471.90
Suppressant (per acre cost)					

By Brad Palermo
Brad Palermo, Business Development Manager

Date 1/1/2022
Westco Grounds Maintenance, LLC.

By Willis Jr
MAYOR WILLIS JR
Date 12-16-2021
City of Stafford Roads

Terms & Conditions

Contract Term and Renewal

This Agreement shall remain in effect for a period of one (1) year from the date written above and shall automatically renew for a similar period unless one party notifies the other party in writing of its intention not to renew the Agreement no less than thirty (30) days prior to the end of that one year period. At renewal Westco reserves the right to increase prices by a maximum of 3% without additional approval.

Billing & Payment Terms

Services included in the base contract will be invoiced on the 1st of each month according to the "Base Contract Billing Schedule", and shall be payable within thirty (30) days from the invoice date. Approved annual services will be invoiced as services are rendered and shall be payable within thirty (30) days from the invoice date. Acceptable forms of payment are as follows: personal/business checks, money orders, and cashier's checks. Credit card payments are accepted over the phone; a 3.5% service charge will be added to the payment at the time of processing.

Termination

During the term of the Agreement, the contract may be canceled with a thirty (30) day written notice to the other party; the contract will remain in effect until the last day of the month following the thirty (30) day notice period. If the contract is canceled during the contract term a pro-rated invoice will be sent for the balance of services performed vs. total amount invoiced.

Notices

Each party hereby represents and warrants that it has obtained the necessary consents and authority to enter into this Agreement. All notices to be given pursuant to this Agreement shall be sent via U.S. Postal Service Certified Mail to the parties at their addresses given below. The parties shall timely notify each other in the event of a change of address.

Dispute resolution

In the event of any disputes relating to this Agreement, the parties shall first try to resolve such dispute in good faith. In the event that such dispute cannot be resolved, the parties hereby agree that the courts in Harris County, Texas shall have jurisdiction for any disputes relating to this Agreement.

Additional Work

Additional work performed on the property above this contract will be submitted for approval by the Property Manager/Owner. All additional work will be invoiced as services are rendered and shall be payable within thirty (30) days from the invoice date.

Interest Charges

Any amounts not paid when due shall be subject to a late fee of one and one half percent (1½%) per month on the unpaid balance, or the highest amount permitted by applicable law, whichever is less.

Property Damage

Westco takes every possible precaution to prevent debris from maintenance equipment causing property damage. If the owner/property manager feels that there is damage caused by maintenance operations, it must be reported in a timely manner. The incident will be investigated by a supervisor to determine the

cause of the damage. If the investigation determines that the damage was caused by Westco's equipment, and the employee(s) were not in compliance with our equipment policy, Westco will pay for 100% of the damage. If the investigation determines that the damage was caused by our equipment, but the incident was unavoidable or the cause of the damage is unclear, we will gladly pay for the damages up to \$250.00.

Insurance

Westco shall, upon request, provide to the Property Manager/Owner, or their designated representative, evidence of the following insurance coverage: Workman's Compensation, General Liability and Property Damage Liability. WESTCO shall have no liability for any damages not specifically covered by its insurance carrier.

Mandated Governmental Surcharges

Westco reserves the right to pass on governmental surcharges (i.e. Affordable Healthcare Act) to Owner/Property Manager. Surcharges will be added to the invoice as a percentage of the total invoice. If a surcharge is expected to be added the Owner/Property Manager will be given a minimum of 30 days' notice.

Contract Acceptance

This contract shall be considered legally binding if one of the following conditions are met: 1) Contract is physically or e-signed signed by Owner/Property Manager. 2) Services listed in the contract commence. 3) Invoice is submitted for payment and not disputed in writing within 10 business days. 4) Owner/Property Manager gives approval verbally or via email.

Fuel Adjustment

The monthly sum of this contract is calculated when the retail cost of regular fuel (regular gas + diesel fuel/2) is not above \$3.50 per gallon. As reported by Energy Information Administration (www.eia.doe.gov) the official energy statistics from the U.S. Government. If the average retail cost of fuel increases above \$3.50 per gallon, there will be a fuel adjustment of 1.5% added to the monthly invoice. Invoice value will be rounded up to the nearest thousand to calculate the fuel surcharge.

DIVIDER PAGE



Cash Rd New Medians Near S Kirkwood

Start Date 4/1/2022

Client City of Stafford
2610 South Main
Stafford, TX 77477

Property City of Stafford Roads
610 South Main
Stafford, TX 77477

PO #

This Landscape Maintenance Agreement ("Agreement") is entered on the start date listed above by and between Westco Grounds Maintenance LLC., a Texas limited liability company, ("WESTCO") and the Client (as stated above). The Client desires to engage WESTCO to perform certain landscaping services and WESTCO desires to perform those landscaping services on the Property (as stated above) in accordance with the specifications, terms, and conditions herein contained.

Service Specifications

Weekly Mowing

- Maintain turf areas once each week through the growing season and every other week during the non-growing season for a total of 42 visits annually.
- Mow turf areas with commercial maintenance equipment
- Mechanically line trim (Weed Eat)
- Mechanically edge along hard edges
- Blow all debris from hard surfaces that are a result of landscape maintenance services
- Litter will be removed and taken off site from all landscape areas
- Spot treat for fire ants
- Insect and disease inspections

Service Area

Paste image of property map. Max image size 600 px wide by 660 px

Fixed Payment Schedule

Schedule	Price	Sales Tax	Total Price
April	\$581.00	\$0.00	\$581.00
May	\$581.00	\$0.00	\$581.00
June	\$581.00	\$0.00	\$581.00
July	\$581.00	\$0.00	\$581.00
August	\$581.00	\$0.00	\$581.00
September	\$581.00	\$0.00	\$581.00
October	\$581.00	\$0.00	\$581.00
November	\$581.00	\$0.00	\$581.00
December	\$581.00	\$0.00	\$581.00
January	\$581.00	\$0.00	\$581.00
February	\$581.00	\$0.00	\$581.00
March	\$581.00	\$0.00	\$581.00
	\$6,972.00	\$0.00	\$6,972.00

By Brad Palermo
Brad Palermo, Business Development Manager

Date 4/1/2022

Westco Grounds Maintenance, LLC.

By Cecilia

Date 05/04/2022

City of Stafford Roads

Terms & Conditions

Contract Term and Renewal

This Agreement shall remain in effect for a period of one (1) year from the date written above and shall automatically renew for a similar period unless one party notifies the other party in writing of its intention not to renew the Agreement no less than thirty (30) days prior to the end of that one year period. At renewal Westco reserves the right to increase prices by a maximum of 3% without additional approval.

Billing & Payment Terms

Services included in the base contract will be invoiced on the 1st of each month according to the "Base Contract Billing Schedule", and shall be payable within thirty (30) days from the invoice date. Approved annual services will be invoiced as services are rendered and shall be payable within thirty (30) days from the invoice date. Acceptable forms of payment are as follows: personal/business checks, money orders, and cashier's checks. Credit card payments are accepted over the phone; a 3.5% service charge will be added to the payment at the time of processing.

Termination

During the term of the Agreement, the contract may be canceled with a thirty (30) day written notice to the other party; the contract will remain in effect until the last day of the month following the thirty (30) day notice period. If the contract is canceled during the contract term a pro-rated invoice will be sent for the balance of services performed vs. total amount invoiced.

Notices

Each party hereby represents and warrants that it has obtained the necessary consents and authority to enter into this Agreement. All notices to be given pursuant to this Agreement shall be sent via U.S. Postal Service Certified Mail to the parties at their addresses given below. The parties shall timely notify each other in the event of a change of address.

Dispute resolution

In the event of any disputes relating to this Agreement, the parties shall first try to resolve such dispute in good faith. In the event that such dispute cannot be resolved, the parties hereby agree that the courts in Harris County, Texas shall have jurisdiction for any disputes relating to this Agreement.

Additional Work

Additional work performed on the property above this contract will be submitted for approval by the Property Manager/Owner. All additional work will be invoiced as services are rendered and shall be payable within thirty (30) days from the invoice date.

Interest Charges

Any amounts not paid when due shall be subject to a late fee of one and one half percent (1½%) per month on the unpaid balance, or the highest amount permitted by applicable law, whichever is less.

Property Damage

Westco takes every possible precaution to prevent debris from maintenance equipment causing property damage. If the owner/property manager feels that there is damage caused by maintenance operations, it must be reported in a timely manner. The incident will be investigated by a supervisor to determine the cause of the damage. If the investigation determines that the damage was caused by Westco's equipment, and the employee(s) were not in compliance with our equipment policy, Westco will pay for 100% of the damage. If the investigation determines that the damage was caused by our equipment, but the incident was unavoidable or the cause of the damage is unclear, we will gladly pay for the damages up to \$250.00.

Insurance

Westco shall, upon request, provide to the Property Manager/Owner, or their designated representative, evidence of the following insurance coverage: Workman's Compensation, General Liability and Property Damage Liability. WESTCO shall have no liability for any damages not specifically covered by its insurance carrier.

Mandated Governmental Surcharges

Westco reserves the right to pass on governmental surcharges (i.e. Affordable Healthcare Act) to Owner/Property

Manager. Surcharges will be added to the invoice as a percentage of the total invoice. If a surcharge is expected to be added the Owner/Property Manager will be given a minimum of 30 days' notice.

Contract Acceptance

This contract shall be considered legally binding if one of the following conditions are met: 1) Contract is physically or e-signed signed by Owner/Property Manger. 2) Services listed in the contract commence. 3) Invoice is submitted for payment and not disputed in writing within 10 business days. 4) Owner/Property Manger gives approval verbally or via email.

Fuel Adjustment

The monthly sum of this contract is calculated when the retail cost of regular fuel (regular gas + diesel fuel/2) is not above \$3.50 per gallon. As reported by Energy Information Administration (www.eia.doe.gov) the official energy statistics from the U.S. Government. If the average retail cost of fuel increases above \$3.50 per gallon, there will be a fuel adjustment of 1.5% added to the monthly invoice. Invoice value will be rounded up to the nearest thousand to calculate the fuel surcharge.



CITY OF STAFFORD

2610 SOUTH MAIN STREET • STAFFORD, TEXAS 77477
281-261-3900 • WWW.STAFFORDTX.GOV

Memo

To: Mayor Mathew and Council Members

From: Roxanne Benitez, City Secretary

Cc: Richelle Worthington, Administrative Services Coordinator

Date: May 24, 2024

Re: Authorized City Vendor – City Supplies

As per the City's purchasing policy, vendors with purchases totaling over \$5,000 in a fiscal year and across all City departments, must be approved by City Council. All departments combined spend more than \$5,000 annually on City supplies (disposable cups, multi-fold paper towels, toilet tissue, etc.). Administrative Services Coordinator Richelle Worthington requested pricing quotes from the following vendors:

- Court Hardware
- Lowe's Hardware


Based on the pricing quotes received (see table below and attachments), we recommend Court Hardware be selected as an authorized City vendor.

Company Name	Disposable Cups	Multi-fold Towels	Toilet Tissue
Court Hardware	\$69.99	\$41.99	\$74.99
Lowe's Hardware	\$74.48	\$48.46	\$85.14

The City has previously used Court Hardware and would like to continue our business relationship. A resolution has been included with this memo.

If you have any questions, please contact Ms. Worthington.

Sincerely,


Roxanne Benitez, TRMC, CPM, CMCC
City Secretary

From: [William Moak](#)
To: [Richelle Worthington](#)
Subject: Courts Quote
Date: Thursday, May 23, 2024 4:46:30 PM
Attachments: [STAFFORD CITY HALL.xls](#)

Here is the quote for those three items.

William Moak
Assistant Manager
Courts Hardware
281-499-1601

SKU	Mfg Part #	Description	Retail
000146	MB540A	Multifold White 4000pk TORK	41.990
000260	12J12	1000pk 12oz Styrofoam Cup	69.990
629387	04460	80pk Scott Toilet Tissue 04460	74.990

DIVIDER PAGE

What are you looking for today?

N. Central Houston L... 

Open until 10 PM

Deli
770



Prices, Promotions, styles, and availability may vary. Our local stores do not honor online pricing. Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Lowe's reserves the right to revoke any stated offer and correct any errors, inaccuracies or omissions including after an order has been submitted.

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Dart 1000-Count 12-oz White Eps Foam Disposable Cups

Item #2145703 | Model #DCC12/16

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\$74.48



\$70.76 when you choose 5% savings on eligible purchases every day. [Learn](#)



Buy Now, Pay Later

\$24.83 with 3 monthly payments. [Learn How](#)

Sophisticated style meets everyday durability and works beautifully for any occasion. Leak proof design makes it a perfect companion for different occasions. Cups remain comfortable to touch.

Pickup

Ready by **Wed, May 29**

Delivery

As soon as **Wed, May 29**

 **FREE Pickup at N. Central Houston Lowe's**

—

1

+

Add to Cart



Join. Earn. Save. [Learn More](#)

Earn My Points on eligible purchases towards MyLowe's Money.



Easy & Free Returns

Return your new, unused item in-store or ship it back to us free of [Learn More](#)

Feedback

BETTER TOGETHER

CURRENT ITEM

Selected

Selected

Selected



Dart 1000-Count 12-oz White Eps Foam Disposable Cups **\$74.48**

+



+



[Shop Dart](#)       1

Storage Container with Lid

Dental Chew Stick, BPA-Free, Easy



What are you looking for today?

N. Central Houston L...
 Open until 10 PM

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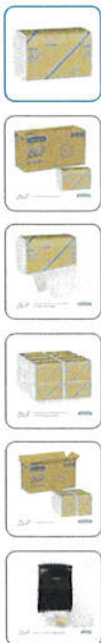
Prices, Promotions, styles, and availability may vary. Our local stores do not honor online pricing. Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Lowe's reserves the right to revoke any stated offer and correct any errors, inaccuracies or omissions including after an order has been submitted.

[Back to Results](#) / [Cleaning Supplies](#) / [Household Essentials](#) / [Paper Towels](#)

SCOTT Essential Multi-Fold Towels, 9-1/5 x 9-2/5, 250/Pk, 16 Pk/CT - Commercial Paper Towels, Eco-Friendly, White - Reliable Performance & One-at-a-Time Dispensing

Item #1862278 | Model #KCCC01840

[Shop SCOTT](#)



\$48.46

\$46.04 when you choose 5% savings on eligible purchases every day. [Learn](#)

Depend on multi-fold towels for reliable performance and one-at-a-time dispensing. Fits into most universal multifold paper towel dispensers (great replacement for paper towels, which can over-dispense). Built-in absorbency and softness is designed to reduce waste.

Pickup

Ready by **Mon, May 27**

Delivery

As soon as **Mon, May 27**

FREE Pickup at N. Central Houston Lowe's

— +



Join. Earn. Save. [Learn More](#)

Earn My Points on eligible purchases towards MyLowe's Money



Easy & Free Returns

Return your new, unused item in-store or ship it back to us free of charge. [Learn More](#)

BETTER TOGETHER

CURRENT ITEM

Selected

Selected

Selected

SCOTT Essential Multi-Fold Towels, 9-1/5 x 9-2/5, 250/Pk, 16 Pk/CT - Commercial Paper Towels, Eco-Friendly, White - Reliable Performance & One-at-a-Time Dispensing

[Shop SCOTT](#)

\$48.46

+

+



+



SCOTT Essential Multi-Fold Towels, 9-

Angel Soft 16-Pack 2-ply Toilet Paper

Gain Ultra Clean 21.6-oz Original Dish

Kleenex 3-Pack Facial Tissue (120-

Better Together



What are you looking for today?

N. Central Houston L...
Open until 10 PM

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Prices, Promotions, styles, and availability may vary. Our local stores do not honor online pricing. Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Lowe's reserves the right to revoke any stated offer and correct any errors, inaccuracies or omissions including after an order has been submitted.

< [Back to Results](#) / [Cleaning Supplies](#) / [Household Essentials](#) / [Toilet Paper](#)

SCOTT Essential Standard Roll Bathroom Tissue, 2-Ply, White, 550 Sheets/Roll, 80/Carton - Eco-Friendly, Septic Safe Toilet Paper

Item #1862293 | Model #KCC04460

Shop SCOTT ★★★★★ 1



\$85.14

\$80.88 when you choose 5% savings on eligible purchases every day. [Learn](#)

Buy Now, Pay Later
\$28.38 with 3 monthly payments. [Learn How](#)

Strong, soft and absorbent
Provides home-like comfort at your business
Small case sizes for easy handling and storage

Pickup
Ready by **Sun, May 26**

Delivery
As soon as **Mon, May 27**

FREE Pickup at N. Central Houston Lowe's

— + [Add to Cart](#)

Join. Earn. Save. [Learn More](#)
Earn My Points on eligible purchases towards MyLowe's Money

Easy & Free Returns
Return your new, unused item in-store or ship it back to us free of [Learn More](#)

Feedback

BETTER TOGETHER

CURRENT ITEM

Selected

Selected

Selected



SCOTT Essential Standard Roll Bathroom Tissue, 2-Ply, White, 550 Sheets/Roll, 80/Carton - Eco-Friendly, Septic Safe Toilet Paper **\$85.14**

Shop SCOTT ★★★★★ 1

Sheets/Roll, 80/Carton - Eco-Friendly,

Commercial/Residential, Hands-Free

Liquid, Kills Viruses



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STAFFORD,
TEXAS SELECTING COURT HARDWARE AS AN AUTHORIZED
VENDOR FOR CITY SUPPLIES.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS:

Section 1. The City Council hereby selects Court Hardware as an authorized
vendor for City supplies as described in the memorandum and quote set forth as
“Exhibit A”, attached hereto, and incorporated herein for all purposes.

PASSED, APPROVED, AND RESOLVED this 5th day of June, 2024.

Ken Mathew, Mayor

ATTEST:

Roxanne Benitez, City Secretary

EXHIBIT A

Memo

To: Mayor and Council

From: Bryan Blaum, FMsquared

CC:

Date: 5/30/2024

Re: Contract for Conventions Sports and Leisure International

I am requesting your consideration and approval of a Resolution to approve the contract from Conventions, Sports and Leisure International to do an expansion study at Stafford Centre.

The expenditure was approved at the May 15th, 2024 City Council meeting.

Thank you.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS, APPROVING AN AGREEMENT WITH CONVENTIONS SPORTS AND LEISURE INTERNATIONAL, LLC FOR A FEASIBILITY/MASTER PLAN STUDY OF THE STAFFORD CENTRE.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS:

The City Council authorizes the agreement between Conventions Sports and Leisure International, LLC (CSL) and the City of Stafford, Texas set forth as "Exhibit A", attached hereto, and incorporated herein for all purposes.

PASSED, APPROVED, AND RESOLVED this 5th day of June, 2024.

Ken Mathew, Mayor

ATTEST:

Roxanne Benitez, City Secretary

EXHIBIT A



May 6, 2024

Mayor Ken Mathew
City of Stafford
2610 South Main Street
Stafford, Texas 77477

Dear Mayor Mathew:

This letter ("Letter") sets forth our understanding of the terms and objectives of the engagement of Conventions, Sports & Leisure International ("CSL") and the City of Stafford ("Client") to provide an expansion feasibility study for the Stafford Centre in Stafford, Texas. This Letter also provides the nature and limitations of the services to be provided and the related fee arrangement.

Scope of Services

CSL will complete the following scope of work. The study process outlined herein consists of an analysis of project feasibility, including primary market research and associated analysis to provide an assessment of market demand and a cost/benefit analysis. Study tasks include a detailed set of research and analysis that will define and comprehensively evaluate market demand and supportable program for an expanded Stafford Centre, as well as quantifying key cost and benefit considerations.

Task 1. Study Kickoff and Initial Project Planning

As an initial step in the engagement, CSL will work with the Client, FMsquared leadership, and other key stakeholders to establish the specific project goals and timeframe. An initial planning meeting will take place to collect pertinent project data and to identify the local organizations, officials and others that CSL will need to meet with at the study's outset. This is a critical first step that will include conducting local interviews and reviewing existing data, current and historical Stafford Centre information, any expansion concept/planning documents, and characteristics of the local event and visitor industry-related infrastructure.

CSL will connect with key project stakeholders to obtain background information related to the project. These interviews could include individuals such as Client leadership and key staff, FMsquared personnel, area hoteliers, business leaders and other civic and visitor industry representatives or project stakeholders. These meetings will focus on analyzing conditions with regard to local market characteristics, facility needs and the opportunities that investment in an expanded Stafford Centre and potential new hotel product may represent.

Specifically, through this process, CSL will:

- Establish a working group that will include Client representatives and other relevant stakeholders.
- Assemble important project related data.
- Gain initial insight and perspective into local conditions that will impact the research process.
- Establish the format and content of deliverable products.
- Modify the work plan, if necessary, to reflect any appropriate changes arising from the information obtained in the steps noted above.

Task 2. Local Market Conditions & Stafford Centre Analysis

The purpose of this task is to define and evaluate the local market characteristics of the Stafford destination, as well as its existing sports, entertainment, convention, meeting, and hospitality facility infrastructure, programs and funding support. Additionally, the physical and operational characteristics and historical operating and booking information associated with the Stafford Centre will be evaluated.

Initially, the analysis will focus on demographic/socioeconomic attributes and will be instrumental in understanding how the Stafford area is presently positioned in the meetings, entertainment, arts, civic and local event industries (i.e., events with attendance bases that are primarily locally-based). Historical, current and projected trends relative to the area will be identified, such as population, age, income, employment, retail sales, effective buying income and the corporate base with the financial wherewithal to purchase seating and sponsorship opportunities. As part of this analysis, CSL will also compare the area's characteristics to markets currently supporting comparable event facilities to provide a context in which to evaluate the market characteristics of the local area.

Next, the primary components of a successful event destination package and those issues that impact destination appeal and visitation levels will be evaluated, in order to assess the destination's ability to support added non-local-based event and attendee activity.

Through this task, the following characteristics will be evaluated with respect to the Stafford area and destination:

- Existing/planned convention, convention, conference, entertainment, sports, arts, civic, exhibition, meeting, and other event facility physical components, configuration and related issues.
- Hotel inventory, including number of committable, quality lodging properties and rooms.
- Hotel cost structures.
- Destination marketing efforts, programs and funding.
- Tax rates, collections and uses (both hospitality industry taxes and other taxes/assessments).
- Key demographic and socioeconomic characteristics and trends, such as population, disposable income, retail sales, entertainment spending, corporate base and other such indicators.
- Proximity issues to other regional markets.
- Air, rail, ground transportation and shuttle access, cost and availability.
- Entertainment, recreation and cultural amenities.
- Key community resources.
- Other such characteristics.

Next, as the information is available, a review of historical Stafford Centre operating performance will be conducted to provide an assessment of the capacity, operating performance, limitations and opportunities of the current Stafford Centre and, importantly, benchmark data for subsequent study tasks. The review will include, but will not be limited to:

- Facility physical components, configuration, functionality, amenities and related issues and how they relate to potential future needs.
- Event characteristics, including number of events, utilization days, space used by area, attendance and other past, current and future booking statistics.
- Square footage and occupancy by type of space and type of event.
- Event seasonality.
- Information on "lost" business.
- Rental and service rates.
- Operating revenues and expenses.
- Capital improvements and long-term facilities planning data.

The results of this task will be used in combination with data prepared throughout the study to assess the Stafford area's competitive position within the marketplace and its ability to accommodate additional event demand. By understanding the type of business currently accommodated within the community and destination, recommendations can be focused on programmatic and development that could add to the overall level of events, attendees, visitation and economic impact.

Task 3. Industry Trends Review

The convention, performing arts, sports, events, hospitality, and visitor industries have undergone significant change over the past decade. Issues impacting these industries, including changing demand for event space, technological amenities, hotel availability, service levels and other such characteristics, have been joined by recent, and sometimes dramatic, fluctuations in event activity due to nationwide economic conditions and travel costs. In addition, convention, performing arts, sports, and multipurpose event facility product supply growth has impacted demand levels in individual markets.

As part of this task, CSL will provide an overview of convention, meeting, arts and entertainment, promoted show, sports, flat floor and other event trends in the local, regional and national marketplace. An understanding of these trends provides a framework from which to assess potential demand for an expanded and/or improved Stafford Centre. An evaluation of these trends will be important in "framing" and placing overall market demand estimates into the context of the industry, presently and into the foreseeable future.

Task 4. Competitive & Comparable Facility Analysis

In evaluating the market positioning and validation for an expanded Stafford Centre and potential new supporting hotel product, it is important to gain an understanding of the competitive and comparable facility environment. Within this task, CSL will assemble and review the operational and physical characteristics of existing and planned facilities in the region that will likely compete with an expanded Stafford Centre. Also, multipurpose event facilities around the country will be evaluated that may offer some element of comparable insight, focusing on identifying and analyzing facilities in markets similar to Stafford (including those proximate to large cities, such as Houston).

Types of data that will be assembled for comparable and competitive projects will include:

- Year opened.
- Construction costs.
- Funding sources.
- Facility type, layout, staging and design features.
- Tenants and market orientation.
- Historical events and attendance.
- Historical financial operations.
- Facility type and marketing focus.
- Seating capacities and configurations.
- Premium seating programs.
- Exhibit, meeting, ballroom and multipurpose space and capacities.
- Parking spaces.
- Facility capabilities (loading docks, rigging capacity, back-of-house, etc.).
- Interaction with surrounding/supporting development and/or infrastructure.
- Leveraged private partnerships and/or sponsorship opportunities.
- Rental terms.
- Hotel availability, quality and proximity to the facility.

CSL will develop case studies concerning comparable facilities in similar markets to Stafford in order to address the respective facilities' level of use, rates, financing, source of public subsidies, size and operating expense, as well as other key facility/destination information. This analysis will provide data on how Stafford and an expanded Stafford Centre could compete within specific event markets, as well as later assisting in the evaluation of the associated financial operations and economic impacts associated with an expanded Stafford Centre and potential new supporting hotel product.

Task 5: User Group Surveys & Interviews

In performing an analysis of the potential event markets for any project, CSL relies on direct feedback from past, current and potential future facility users, in addition to industry research data and comparable facility data. Typically, CSL employs a survey procedure that focuses on past, current and potential future facility users in order to quantify the likelihood of particular event segments using a facility, and the specific amenities they may require.

The purpose of this task is to develop primary market research specific to a potential expanded Stafford Centre. In-person interviews, telephone/videoconferences and/or other focus group interviews with key stakeholders, user groups and business leaders will be conducted near the outset of the study to enhance and update CSL's understanding of the market potential for an expanded Stafford Centre and potential new supporting hotel product.

Beyond these local interviews, CSL will identify and interview via telephone/videoconference a sample of past, current and potential future users of an expanded Stafford Centre among national, regional and state planners/promoters. Such interviews are an important component of CSL's study approach, allowing for investigation beyond simply relying on competitive and comparable facility data. This market survey step of the study will be critical in identifying the market opportunities that could be captured by an expanded Stafford Centre.

In order to obtain opinions and data from event promoters with regard to a specific facility and market, various organizations representing a variety of event types will be contacted, including but not limited to:

- Existing Stafford Centre tenants.
- Conventions.
- Tradeshows.
- Sports tourism (tournaments/competitions/meets).
- Local sports and recreation.
- Performing arts, cultural and civic events.
- Promoted entertainment shows.
- Consumer shows.
- Banquets and receptions.
- Meetings (including SMERF, government, association, business).
- Graduations.
- Others, as appropriate.

Event planner and promoter survey results will be analyzed to provide summaries of the following data specific to added facilities:

- Impressions of the Stafford Centre, the Stafford and Greater Houston area destination and a potential expanded facility project.
- Likelihood of utilizing an expanded Stafford Centre.
- Reasons for lack of interest in the Stafford area and/or an expanded Stafford Centre.

- Space/seating levels required to attract the event.
- Overall hotel room requirements.
- Other important community requirements to attract the event.
- Event seasonality.
- Length of event data.
- Event attendance data.
- Past local market facility use.
- Requirement/preference for technology-related amenities.
- COVID-19 pandemic-influenced changes to event and attendee requirements and preferences.
- Perceptions of the Stafford destination as a whole.
- Other related event information and relevant opinions.

By combining the results of this task with the analysis generated in previous tasks, the event markets that represent the primary sources of demand for an expanded Stafford Centre will be identified, upon which future facility recommendations and event estimates are made.

Task 6. Market Supportable Program Analysis

The purpose of this task is to synthesize findings of previous tasks to analyze and translate market demand into a supportable facility program for an expanded Stafford Centre. In developing the facility program, CSL will balance the importance of matching the size of the facility with existing/anticipated future market conditions, financing choices, economic impact-generating opportunities and the ability to address local needs of the potential facility development. If relevant, any recommended adjustments to the current planned sizing and program associated with an expanded Stafford Centre project will be presented and discussed. The analysis will focus on:

- Square footage and capacities of rentable event spaces (exhibit, meeting, ballroom, multipurpose spaces, spectator and performance spaces, sport surfaces, and other such items).
- Fixed and temporary seating levels.
- Size of support space and other functional areas.
- Amenities, programming, functionality, flexibility, and optimal layout.
- Food service and other key service capabilities/areas.
- Sustainability and low maintenance systems.
- Amount and type of other revenue-producing areas.
- Space configuration and aesthetic features.
- Storage space and other such supporting infrastructure needs.
- Possibilities for future expansion and spin-off development at the greater site area.
- Important technological and other amenities.
- Hotel characteristics (if needed), including number of guestrooms, mix of room types, food and beverage facilities, amenities package, parking requirements, most suitable hotel brands/flags, etc.

This data will also be used to identify any external factors that could significantly affect the ability of an expanded Stafford Centre to maximize its potential. The results of this task will provide the Client, FMsquared and other project representatives with a clear understanding of the recommended building programmatic elements that are estimated to be supportable by measured market demand. In developing market supportable development options, CSL's approach is experienced and nuanced, critically relying on the primary market survey data collected for this assignment, experience with comparable projects, and understanding of industry best practices. Additionally, should any existing complementary facilities be deemed inadequate, CSL will address each facility and discuss potential methods of facilitating their development/creation, including incentivizing private sector participation and/or creative public/private partnerships to enhance the visitor industry infrastructure to adequately support expanded Stafford Centre and/or hotel investment.

Task 7. Utilization Analysis

Based on the results of the market supportable program analysis, knowledge gained in performing similar studies and information contained in a database of events, CSL will quantify the level and characteristics of events and activities that could be attracted to and retained at an expanded Stafford Centre on an annual basis. The market potential will be presented for those sources of demand that are identified as being supportable in the Stafford area. These event sources could include conventions, tradeshow, conferences, public/consumer shows, meetings, exhibitions, arts and entertainment events, sporting events, civic, spectator and local community uses and other events. The measures of event demand to be focused on will include:

- Events levels by segment.
- Event days/performances.
- Move-in and move-out days.
- Paid and turnstile attendance.
- Origin of attendees (i.e., local vs. non-local).
- Parking demand.
- Hotel room pick-up by event segment.
- Seasonality data.

The event markets that represent the primary sources of demand for an expanded Stafford Centre will be identified. The potential penetration of these markets will be assessed to estimate event levels, associated seating and event space occupancy, attendance levels, origin of attendees, hotel room pick-up, parking needs, seasonality and other primary characteristics by type of event/activity. These estimates will form the basis for which the estimation of financial operating results and economic impacts will be developed.

Task 8. Financial & Cost Analysis

The purpose of this task is to evaluate key potential cost aspects related to the identified market supportable Stafford Centre expansion and any associated new supporting hotel product. Specifically, an analysis will be conducted to preliminarily estimate order-of-magnitude construction costs, as well as ongoing annual financial operating costs.

Based on the results of the previous tasks, CSL will develop estimated construction cost estimates for the identified market supportable project (or product scenarios). The cost estimates will focus on per-unit data adjusted for conditions in the Stafford area and cost data of comparable new event centers and hotels, modified for time and locations. The estimates will focus on the building program and configurations developed in previous study tasks.

Further, the estimated financial operating characteristics of an expanded Stafford Centre will be analyzed. Specifically, a detailed financial operating analysis for an expanded Stafford Centre will be conducted. A computer-based model will be developed that is informed by the market demand analysis and historical Stafford Centre data, incorporating comparable facility data and the estimated levels of event utilization and attendance derived from the market analysis in order to develop estimates with regard to expanded Stafford Centre operating revenues and expenses.

Revenues including gate receipts, space rental, food service, event services, parking, premium seating, advertising and sponsorship revenues, and other such sources will be estimated. Expenses including salaries (permanent and event driven staff costs), utilities, maintenance, supplies, general and administrative, insurance, contract service costs and others will be estimated. Further, CSL will work with the Client to develop other non-operating revenue/expense assumptions, in order to provide initial estimations of the financial return/risk structures associated with the project.

Estimates of financial performance for expanded Stafford Centre operations over a 20-year period will be developed. The comparison of revenues and expenses will enable the Client and other stakeholders to evaluate the level of facility-supportable revenues or public subsidies that may be required for annual facility operations and set the groundwork for potential discussions on public-sector involvement, as necessary.

Task 9. Economic Impact Analysis

In this task, CSL will estimate the economic and fiscal (tax) impacts associated with an expanded Stafford Centre and potential new supporting hotel product. The operation of event facilities typically attracts a significant level of out-of-town event attendees to the host community. The non-local attendees and visitors brought into the community as a result of event facility operations represent the basis for added local economic and fiscal impacts.

As part of this analysis, CSL will develop estimates of total incremental visitors to the Stafford area generated as a result of an expanded Stafford Centre and potential new hotel product. Appropriate per-visitor spending estimates will then be applied using industry data adjusted to the local area.

Multipliers specific to the Stafford area, and provided by leading input/output multiplier models, will be used to estimate total economic output, earnings and employment generated as a result of each of the supportable strategic options identified. From these economic impact variables, appropriate local, regional and statewide tax rates will be applied to estimate the added tax revenue generated as a result of the project(s) over a 20-year period.

The completion of the economic and fiscal impact analysis will allow for a comparison of key costs and benefits associated with the development and operation of an expanded Stafford Centre and potential new supporting hotel product in Stafford.

Task 10. Funding Analysis

Based on the analyses and findings developed in this task and experience with similar projects, CSL will identify and evaluate each of the financing sources that could be available and provide the advantages and disadvantages associated with each. Whenever possible, the range of revenues that might be generated from each potential funding source will be quantified. Potential funding sources may include, but may not be limited to:

- Public sector participation:
 - Facility taxes (amusement, ticket surcharge, sales, etc.).
 - Visitor taxes (hotel, car rental, etc.).
 - Food & beverage taxes.
 - Tax increment financing.
 - Ad valorem taxes.
 - New market tax credits.
 - Grants / general funds.
 - Other public funding sources, as identified.
- Private sector participation:
 - Community fundraising.
 - Operational partnerships.
 - Personal seat licenses.
 - Season and premium ticket sales.
 - Operating income.

- Naming rights.
- Sponsorships.
- Concessionaire participation.
- Other private funding sources, as identified.

Within this task, CSL will review each of the financing sources that are available and provide the advantages and disadvantages associated with each. Additionally, a range of revenues that might be generated from each potential funding source will be generated. CSL has extensive experience in developing facility funding strategies (including local experience within the greater Houston metropolitan area) and has successfully provided creative financing plans for the development or expansion of numerous other similar facilities. CSL also has extensive experience with evaluating and negotiating public/private partnership (P3) transactions involving event facility projects, including P3 projects in Texas. CSL will work closely with project representatives to specifically tailor a financing plan to meet the needs and requirements of the underlying organizations and provide a cost-effective approach for funding the proposed development.

Task 11. Preparation and Presentation of Final Report

In this final task, CSL will prepare a written draft report summarizing study findings and conclusions. These matters will be summarized in a draft report, including an executive summary, which will be submitted to the Client prior to finalizing the document. After comments are incorporated, a final written report will be issued, summarizing all findings, conclusions and recommendations. CSL will also conduct oral presentations to key project stakeholder groups regarding the study findings.

Professional Fees and Expenses

Total professional fees for any engagement will depend on the number of hours required to complete the project and skill levels of the assigned personnel. Total professional fees and expenses associated with the scope of services outlined herein will not exceed \$49,000. Two (2) visits to Stafford by CSL's project leader during the course of the study have been assumed.

Professional fees and out-of-pocket expenses will be billed and are payable on a monthly basis. Should additional work or travel be required beyond the scope of services detailed herein, professional fees will be billed on an hourly rate basis and out-of-pocket expenses related to travel will be billed at cost.

The fees and rates quoted herein are firm for a period of one (1) year from the date of this engagement letter. Fees and expenses will be billed and are payable on a monthly basis. In the event that a decision not to proceed occurs at any point following the initiation of the engagement, CSL will cease work immediately and bill the Client for time incurred on the engagement at that point in time.

Timing

CSL is prepared to commence this engagement upon receipt of notice to proceed. Assuming timely responses by the Client to requests for meetings and information, CSL expects to be able to complete the scope of services outlined herein within fourteen (14) weeks.

In addition, regular progress updates will be forwarded to the Client via conference call during the analysis period. Furthermore, CSL anticipates completing this engagement in full, performing all work as set forth in this letter. In the event that a decision not to proceed occurs within the time frame finally agreed upon for this engagement, CSL will cease its work, and bill the Client for time incurred on the project at that point in time.

Conditions of Work

1. Information and Data. CSL is entitled to assume, without independent verification, the accuracy of all information and data that the Client provides to CSL. All information and data to be supplied will be complete and accurate to the best of the Client's knowledge. CSL will use information and data furnished by others if CSL in good faith believes such information and data to be reliable; however, CSL shall not be responsible for, and CSL shall provide no assurance regarding, the accuracy of any such information or data. CSL shall be providing advice and recommendations to the Client; however, all decisions in connection with the implementation of such advice and recommendations shall be the Client's responsibility. CSL shall have no responsibility for any decisions made by the Client relating to the project or CSL's services hereunder. CSL shall have no responsibility for any assumptions provided by the Client, which assumptions shall be the Client's responsibility. The reports may include estimates of annual operating results based upon courses of action that the Client expects to take prior to and during the period under analysis. The Client is responsible for representations about its plans and expectations, and for the disclosure of significant information that might affect the estimated results.

2. Reports. Any reports prepared by CSL are valid only when presented in their entirety and only for the purpose stated therein. It is expressly understood that (a) CSL's reports, suggestions, analyses and conclusions, if any, do not, in whole or in part, constitute a fairness or solvency opinion or a feasibility report and (b) CSL will not perform any review, audit or other attestation procedures with respect to financial information as defined by the American Institute of Certified Public Accountants and will not issue any opinion, report or other form of assurance with respect to any financial information. There will usually be differences between the estimated and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. Should the Client have any reservations with regard to the estimates, CSL will discuss them with the Client before the report is issued. Any partially completed work products and drafts presented to the Client are for internal use only.

3. Confidentiality. CSL will maintain the fact of this engagement along with all aspects of the engagement in strict confidence, not disclosing to any third party. Client understands and agrees that CSL shall be the owner of all methods, techniques, processes and skills and adaptations thereof (including, without limitation, generalized features of the sequence, structure and organization) of any work product resulting from CSL's services. CSL understands and agrees that Client shall be the sole owner of all products resulting from or related to CSL's services, including, without limitation, all survey data, feasibility studies, revenue potential analyses, market demand analyses, and any other documents or summaries of the findings or results of any analysis related to this agreement. All confidential information provided by the Client shall remain Client's sole property. CSL will preserve the confidential nature of information received from the Client in accordance with CSL's established policies and practices. Neither Client nor CSL shall reference the other's name or anything related to this engagement without the other's prior written consent, except as may be required by law in which case, consent of the other party shall not be required. The Client agrees that any reports, analyses or other documents prepared by CSL will be used only in compliance with these terms, conditions, applicable laws, and regulations.

4. Property. To the extent that CSL utilizes any of its property (including, without limitation, proprietary databases, proprietary information, any hardware or software) in connection with its services, such property shall remain the property of CSL, and the Client shall not acquire any right or interest in such property. CSL

shall have ownership (including, without limitation, copyright ownership) and all rights to use and disclose its ideas, concepts, know-how, methods, techniques, processes and skills, and adaptations thereof (including, without limitation, generalized features of the sequence, structure and organization) in conducting its business, and the Client shall not assert or cause to be asserted against CSL or its personnel any prohibition or restraint from so doing. However, all products resulting from or related to CSL's services, including, without limitation, all survey data, feasibility studies, revenue potential analyses, market demand analyses, and any other documents or summaries of the findings or results of any analysis related to this agreement shall be deemed works for hire that Client owns.

5. Limitation on Warranties. This is a consulting services agreement. CSL represents and warrants that it shall provide the services in good faith using commercially reasonable efforts. CSL disclaims and Client hereby expressly waives any and all claims based on any other representations and warranties, whether express, implied or otherwise, including, without limitation, warranties of merchantability and fitness for a particular purpose.

6. Indemnification. The Client and its affiliates shall indemnify and hold harmless CSL, its members, principals, and employees from and against any and all causes of actions, losses, damages, claims, liabilities, costs, and expenses (including, without limitation, legal fees and expenses) which may be asserted, brought against, paid or incurred by any of them at any time in any way arising out of or relating to CSL's services, except to the extent it is finally judicially determined that such losses have resulted from the willful misconduct of CSL. CSL and its affiliates shall indemnify and hold harmless the Client, its members, principals, and employees from and against any and all causes of actions, losses, damages, claims, liabilities, costs, and expenses (including, without limitation, legal fees and expenses) which may be asserted, brought against, paid or incurred by any of them at any time in any way arising out of or relating to CSL's services, except for provision 5 and/or to the extent it is finally judicially determined that such losses have resulted from the willful misconduct of the Client.

7. Limitation on Damages. CSL, its members, principals, and employees shall not be liable to the Client for any losses, damages, claims, liabilities, costs, or expenses in any way arising out of or relating to this engagement for an aggregate amount in excess of the Fees paid by the Client to CSL for its services. In no event shall CSL, its members, principals, or employees be liable for consequential, special, indirect, incidental, punitive, or exemplary loss, damage, cost, or expense (including, without limitation, lost profits and opportunity costs). The provisions of Section 6 and this Section 7 shall apply regardless of the form of action, whether in contract, statute, tort (including, without limitation, negligence), or otherwise, and shall survive the completion or termination of this engagement. The Client, its members, principals, and employees shall not be liable to CSL for any losses, damages, claims, liabilities, costs, or expenses in any way arising out of or relating to this engagement for an aggregate amount in excess of the Fees paid by the Client to CSL for its services. In no event shall the Client, its members, principals, or employees be liable for consequential, special, indirect, incidental, punitive, or exemplary loss, damage, cost, or expense (including, without limitation, lost profits and opportunity costs). The provisions of Section 6 and this Section 7 shall apply regardless of the form of action, whether in contract, statute, tort (including, without limitation, negligence), or otherwise, and shall survive the completion or termination of this engagement.

8. Subsequent Work. CSL, by reason of the performance of its services, is not required to furnish additional work or services, or to give testimony, or to be in attendance in court with reference to the assets, properties, or business interests in question. CSL will have no responsibility to update any report, analysis, or other document relating to its services for any events or circumstances occurring subsequent to the date of such report, analysis, or other document.

9. Cooperation. The Client shall cooperate with CSL in connection with the performance of its services, including providing CSL with reasonable and timely access to the Client's information, data, and personnel.

10. Non-Exclusivity. Nothing in this report, including these Terms and Conditions, shall be construed as precluding or limiting in any way the right of CSL to provide consulting or other services of any kind or nature whatsoever to any person or entity as CSL in its sole discretion deems appropriate.

11. Force Majeure. CSL shall not be liable for any delays or failures to perform its services resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war, or other violence, or any law, order, or requirement of any governmental agency or authority.

12. Independent Contractor. CSL is an independent contractor and not an employee, agent or partner of Client. CSL is not authorized directly or indirectly to represent to any person that CSL has the authority to bind the Client to any agreement or course of conduct.

13. Inconsistencies. In the event of any conflict or inconsistency between the provisions set forth in the Letter and these Terms and Conditions, the provisions of these Terms and Conditions shall govern.

14. Complete Agreement. The Letter, including these Terms and Conditions, constitutes the entire agreement between the Client and CSL with respect to the subject matter thereof and hereof, and supersedes all other oral or written representations, understandings, and agreements between the Client and CSL relating to the subject matter thereof and hereof. The Letter, including these Terms and Conditions, cannot be changed, except by written instrument signed by both the Client and CSL. The Letter, including these Terms and Conditions, shall be binding on the Client and CSL, and the Client's and CSL's permitted successors and assigns; however, neither the Client nor CSL may assign the Letter, including these Terms and Conditions, without the prior written consent of the other, except that the Client and CSL may assign the Letter, including these Terms and Conditions, to any successor to all or substantially all of the business or assets of such party.

15. Governing Law. The Letter, including these Terms and Conditions, shall be governed by and construed under the laws of the State of Texas.

16. Counterparts. This Letter may be executed in counterparts, or by facsimile or telecommunicated counterparts, each of which shall be deemed an original and both of which, when taken together, shall constitute the same agreement.

17. Consent and Good Faith Dealings. The parties hereby covenant, each to the other, that each will deal with the other equitably, and will take into account the reasonable commercial expectations of the other in the exercise of rights and obligations hereunder. When consent or approval is requested for any action, the party from whom approval is sought shall give full and fair consideration to the financial issues raised by the other party and shall act in a fair, timely and non-capricious manner. Unless otherwise indicated specifically in this Letter, consent and approvals shall not be unreasonably withheld, delayed or conditioned.

Mayor Ken Mathew
May 6, 2024
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* * * * *

If you are in agreement with the aforementioned, please indicate by signing in the space provided below, and returning this letter to CSL International. If you would like to discuss this letter, please contact Bill Krueger at bkrueger@cslintl.com.

Very truly yours,



Conventions Sports & Leisure International, LLC

Acknowledged and Accepted by:

CITY OF STAFFORD

Signature

Printed Name

Title

Date

CITY COUNCIL MINUTES

MINUTES
REGULAR CITY COUNCIL MEETING
CITY OF STAFFORD, TEXAS
WEDNESDAY, MAY 15, 2024

On the 15th day of May, 2024, at 6:30 p.m., the City Council of Stafford, Texas met in regular session in the Council Chambers. Mayor Mathew called the meeting to order. The following members of the City Council were present: Mayor Ken Mathew, Mayor Pro Tem Xavier Herrera (left at 9:29 p.m.), and Council Members Alice Chen (arrived at 6:31 p.m.), William K. Bostic Jr. (arrived at 6:31 p.m.), Virginia Rosas, Tim Wood, and Christopher Caldwell. Absent: None. The following City Staff were present: City Secretary Roxanne Benitez, Chief of Police Richard Ramirez, and City Attorney Bridgette Begle.

NOTE: Items appearing in these minutes are in the order they were discussed, not necessarily in the order they appeared on the agenda.

1. CALL TO ORDER.

Mayor Mathew called the meeting to order at 6:30 p.m.

2. Pledges of Allegiance.

Council Member Wood led the pledge to the United States flag. Mayor Pro Tem Herrera led the pledge to the Texas flag.

3. Public Comments.

Public Comments were received from the following:

- Cliff Cowperthwait, who lives at 111 Squires Bend, congratulated the newly re-elected Council Members. He spoke on Agenda Items 14, 15, 17, and 13.

4. (a) Discussion of an Ordinance of the City of Stafford, Texas, canvassing the returns and declaring the results of the General Election held on May 4, 2024, for City Council Positions 1 and 2.

Mayor Mathew read the number of votes received for City Council Member Positions 1 and 2.

(b) Public Comments on item (a).

None.

(c) Possible Consideration of appropriate action on item (a).

Council Member Caldwell exited the meeting at 6:37 p.m.

Mayor Pro Tem Herrera made a motion to approve Ordinance No. 1276, and Council Member Bostic seconded the motion. Mayor Mathew, Mayor Pro Tem Herrera, and Council Members Chen, Bostic, Rosas, and Wood voted “Aye”. “Nay” – None. Motion carried 6-0.

5. (a) Administer Oaths of Office to newly re-elected City Council Members Position #1 – Alice Chen and Position #2 – Virginia Rosas.

All official oaths were administered prior to the commencement of the meeting.

Council Member Caldwell entered the meeting at 6:38 p.m.

City of Houston Mayor John Whitmire administered the ceremonial oath to Council Member Position 1, Alice Chen.

Mary Carmen Baker administered the ceremonial oath to Council Member Position 2, Virginia Rosas.

- (b) Comments from the newly re-elected Council Members as well as other Council Members.

Council Member Chen thanked those in attendance and recognized City of Houston Mayor John Whitmire, former mayor of Missouri City Allen Owen, and former mayor of Stafford Cecil Willis. She read a statement thanking everyone who supported her. Council Member Chen recognized her husband, Dr. Patrick Chen, and her family. She thanked the other Council Members, Department Heads, and all residents.

Council Member Rosas thanked her sister, Mary Carmen Baker, who administered her ceremonial oath, and provided her sister's bio. She also thanked her husband, Antonio Rosas, and her son, Julian Michael. Council Member Rosas congratulated Council Member Chen, as well as SMSD Board Trustees Manuel Hinojosa and Joyce Wilkins. She thanked Wen Guerra, Don Jones, and Clint Mendonca for participating in the election process. Council Member Rosas spoke of her brothers and sisters. She recognized all who endorsed her and spoke of her priorities.

Council Member Chen read a list of people who endorsed her.

Council Member Bostic congratulated Council Members Rosas and Chen.

Council Member Caldwell congratulated both newly re-elected Council Members.

Council Member Wood congratulated both re-elected Council Members. He recognized their hard work and dedication. Council Member Wood thanked all those who were in attendance.

Mayor Pro Tem Herrera congratulated both newly re-elected Council Members.

Mayor Mathew thanked both re-elected Council Members for their service.

- (c) Public Comments on items (a)-(b).

Public Comments were received from the following:

- Joe Longoria, who lives at 12811 Linda Street, congratulated Council Members Rosas and Chen. He spoke about the candidates as well as

campaign events that occurred. Mr. Longoria also spoke about division between Council Members.

The meeting recessed from 7:20 p.m. to 7:35 p.m. to allow the public to congratulate the newly re-elected Council Members and for photographs.

At this time, Mayor Pro Tem Herrera made a motion to take Agenda Item #12 out of order after Agenda Item #6, and Council Member Rosas seconded the motion. Mayor Mathew, Mayor Pro Tem Herrera, and Council Members Chen, Bostic, Rosas, Wood, and Caldwell voted “Aye”. “Nay” – None. Motion carried 7-0.

6. Presentation by Commander Danny Montemayor, with the Veterans of Foreign Wars (VFW) Post 4010, regarding the retirement of flags.

Commander Danny Montemayor spoke on the retirement of flags event that would be held on Monday, May 27, 2024. He provided a presentation on the American flag retirement ceremony. Mr. Montemayor spoke of VFW Post 4010 and their events.

At this time, Mayor Pro Tem Herrera made a motion to take Agenda Item #13 out of order, and Council Member Bostic seconded the motion. Mayor Mathew, Mayor Pro Tem Herrera, and Council Members Chen, Bostic, Rosas, Wood, and Caldwell voted “Aye”. “Nay” – None. Motion carried 7-0.

- 13.(a) Discussion regarding the creation of a collaborative two-day event, with Stafford Municipal School District (SMSD), honoring Hispanic Heritage Month.

Mayor Pro Tem Herrera advised that he requested that this item be placed on the agenda and provided a PowerPoint presentation.

- (b) Discussion regarding using hotel occupancy tax (HOT) funds for the Hispanic Heritage Month event.

Mayor Pro Tem Herrera and Chief of Police Richard Ramirez answered questions from Council Members regarding the proposed event and funding.

Council Members discussed event details, the proposed budget, and if hotel occupancy tax (HOT) funds could be used for this type of event.

- (c) Public Comments on items (a)-(b).

Public Comments were received from the following:

- Manuel Hinojosa, who lives at 12807 Linda Street, spoke on the proposed event, which would be a collaboration between the City and SMSD. He also spoke on community engagement and involvement.

Council Member Wood made a motion to remove the timer, and Council Member Rosas seconded the motion. Mayor Mathew, Mayor Pro Tem Herrera, and Council Members Chen, Bostic, Rosas, Wood, and Caldwell voted “Aye”. “Nay” – None. Motion carried 7-0.

Mr. Hinojosa spoke on events that were previously held.

Council Member Rosas exited the meeting at 8:33 p.m.

- Manuel Hinojosa spoke on possible future events.

Council Member Rosas entered the meeting at 8:34 p.m.

- Mr. Hinojosa spoke about the proposed event. He also spoke about possibly having other events.
- Cliff Cowperthwait, who lives at 111 Squires Bend, advised that he liked the idea. He also advised that the event should have been budgeted. Mr. Cowperthwait advised that food trucks should have a local permit and be inspected. He also spoke on event funding.
- Lana Hoelsing, who lives at 327 N. Esplanade Lane, spoke on previous events that were held and unsuccessful. She advised that food vendors should pay a fee for their food permits. Mrs. Hoelsing spoke on funding for various events. She advised that Stafford was a small city and not everyone wanted to have many events as additional police protection would be needed, there would be costs involved, as well as possible damage from food trucks.
- Joe Longoria, who lives at 12811 Linda Street, advised that the event would promote engagement from the Hispanic community, and added that it was a great idea.
- Erika Alvarado, an SMSD employee, spoke on her background and the proposed event. She advised that the event would promote engagement and provide a sense of belonging to all students.

(d) Possible Consideration of appropriate action on items (a)-(b).

Council Member Bostic made a motion to approve creating the two-day event with the condition that the budget submitted using hotel occupancy tax (HOT) funds is approved by the Chief Financial Officer, and Council Member Chen seconded the motion. Mayor Mathew, Mayor Pro Tem Herrera, and Council Members Chen, Bostic, Rosas, Wood, and Caldwell voted “Aye”. “Nay” – None. Motion carried 7-0.

7. Presentation of Proclamation – Police Week.

The proclamation was read aloud, via pre-recorded video, declaring May 12-18, 2024 as Police Week in the City of Stafford.

Council Member Caldwell exited the meeting at 8:47 p.m.

8. Presentation of Proclamation – Public Works Week

The proclamation was read aloud, via pre-recorded video, declaring May 19-25, 2024 as Public Works Week in the City of Stafford.

Council Member Caldwell entered the meeting at 8:49 p.m.

At this time, Mayor Pro Tem Herrera made a motion to take Agenda Item #16 out of order after Agenda Item #12, and Council Member Wood seconded the motion. Mayor Mathew, Mayor Pro Tem Herrera, and Council Members Chen, Bostic, Rosas, Wood, and Caldwell voted “Aye”. “Nay” – None. Motion carried 7-0.

9. (a) Discussion regarding proposals received for financial advisor.

Chief Financial Officer Alka Shah advised that she received one proposal from RBC Capital Market.

Ms. Shah answered questions from the Council Members.

(b) Public Comments on item (a).

None.

(c) Possible consideration of appropriate action on item (a).

Council Member Wood made a motion to select RBC Capital Market as the City’s financial advisor, and Council Member Chen seconded the motion. Mayor Mathew, Mayor Pro Tem Herrera, and Council Members Chen, Bostic, Rosas, Wood, and Caldwell voted “Aye”. “Nay” – None. Motion carried 7-0.

10.(a) Discussion of a Resolution regarding the inclusion of certain commercial property exemptions on the Harris Central Appraisal District (HCAD) 2024 property tax roll request.

Chief Financial Officer Alka Shah advised that the Harris Central Appraisal District (HCAD) requested clarification on commercial property exemptions.

City Attorney Bridgette Begle provided the purpose of the agenda item.

Leslie Cook, with RBC Capital, spoke regarding the proposed exemption. She advised that, if the exemption was implemented, it could not be taken away.

Ms. Cook answered questions from the Council Members.

City Attorney Begle also answered questions from the Council Members.

(b) Public Comments on item (a).

Public Comments were received from the following:

- Cliff Cowperthwait, who lives at 111 Squires Bend, spoke on the proposed exemption, and advised that he was not in favor of it.
- John Hoelsing, who lives at 327 N. Esplanade Lane, asked why the City and school had not worked together if the school had the exemption and the City did not. He advised that no industries should be given exemptions. Mr. Hoelsing suggested that the SMSD Freeport Exemption be revoked.

- Lana Hoelsing, who lives at 327 N. Esplanade Lane, advised that she was not in favor of a property tax. She also advised that the burden should be placed on the businesses.

(c) Possible consideration of appropriate action on item (a).

Council Member Wood made a motion to not adopt the resolution, and Mayor Pro Tem Herrera seconded the motion. Mayor Mathew, Mayor Pro Tem Herrera, and Council Members Chen, Bostic, Rosas, Wood, and Caldwell voted “Aye”. “Nay” – None. Motion carried 7-0.

- 11.(a) Discussion of a Resolution regarding the inclusion of certain commercial property exemptions on the Fort Bend Central Appraisal District (FBCAD) 2024 property tax roll request.

Chief Financial Officer Alka Shah advised that the agenda item was similar to Agenda Item #10, however it was for the Fort Bend Central Appraisal District (FBCAD).

(b) Public Comments on item (a).

None.

(c) Possible Consideration of appropriate action on item (a).

Council Member Wood made a motion to not adopt the resolution, and Mayor Pro Tem Herrera seconded the motion. Mayor Mathew, Mayor Pro Tem Herrera, and Council Members Chen, Bostic, Rosas, Wood, and Caldwell voted “Aye”. “Nay” – None. Motion carried 7-0.

- 12.(a) Discussion of a Resolution regarding an Interlocal Cooperation Agreement with Fort Bend County and the Fort Bend County Tax Assessor/Collector for tax collection services.

Chief Financial Officer Alka Shah spoke on the proposed agreement.

Ms. Shah answered questions from Council Members.

(b) Public Comments on item (a).

None.

(c) Possible Consideration of appropriate action on item (a).

Council Member Rosas made a motion to approve Resolution No. 24-24, and Council Member Wood seconded the motion. Mayor Mathew, Mayor Pro Tem Herrera, and Council Members Chen, Bostic, Rosas, Wood, and Caldwell voted “Aye”. “Nay” – None. Motion carried 7-0.

- 16.(a) Discussion of selection of Mayor Pro Tem.

(b) Designation of the Order of Succession in which other Council Members shall have the power to perform the duties of the Mayor and Mayor Pro Tem in the event that the Mayor and Mayor Pro Tem are unable to act.

No discussion was held.

(c) Public Comments on items (a)-(b).

Public Comments were received from the following:

- Cliff Cowperthwait, who lives at 111 Squires Bend, spoke on the selection criteria and suggested that the order of succession be used during Council Member discussions.

(d) Possible Consideration of appropriate action on items (a)-(b).

Council Member Bostic made a motion to nominate Council Member Alice Chen to serve as Mayor Pro Tem, and Mayor Pro Tem Herrera seconded the motion.

After discussion, Mayor Mathew, Mayor Pro Tem Herrera, and Council Members Bostic, Chen, Wood, and Caldwell voted “Aye”. “Nay” – Council Member Rosas. Motion carried 6-1.

At this time, Council Member Wood made a motion to designate the order of succession as follows:

- Mayor Mathew
- Mayor Pro Tem Chen
- Council Member Bostic
- Council Member Wood
- Council Member Caldwell
- Council Member Rosas
- Council Member Herrera

and Council Member Bostic seconded the motion. Mayor Mathew, Mayor Pro Tem Chen and Council Members Herrera, Bostic, Rosas, Wood, and Caldwell voted “Aye”. “Nay” – none. Motion carried 7-0.

14.(a) Discussion of an Ordinance approving an amendment to Chapter 74 “Solid Waste”, to provide the correct method of collection of fees.

City Attorney Bridgette Begle spoke on the proposed ordinance.

(b) Public Comments on item (a).

None.

(c) Possible Consideration of appropriate action on item (a).

Council Member Wood made a motion to approve Ordinance No. 1277, and Mayor Pro Tem Chen seconded the motion. Mayor Mathew, Mayor Pro Tem Chen, and Council Members Bostic, Wood, and Caldwell voted “Aye”. “Nay” – Council Member Rosas. Motion carried 5-1.

- 15.(a) Discussion of a Resolution regarding an amendment to the solid waste collection service contract with Waste Corporation of Texas, L.P. D/B/A GFL Environmental.

City Attorney Bridgette Begle spoke on the proposed resolution and advised that it was a cleanup item.

- (b) Public Comments on item (a).

Public Comments were received from the following:

- Cliff Cowperthwait, who lives at 111 Squires Bend, advised that he recalled the City Attorney was to work with GFL to develop a pricing scheme due to complaints from businesses, regarding price increases. He also advised that he believed there was to be an amendment allowing businesses to complete their existing contracts. He asked if the Council would be fixing the problem.

- (c) Possible Consideration of appropriate action on item (a).

City Attorney Begle answered questions from the Council Members.

Council Member Wood made a motion to approve Resolution No. 25-24, and Council Member Bostic seconded the motion. Mayor Mathew, Mayor Pro Tem Chen and Council Members Bostic, Wood, and Caldwell voted “Aye”. “Nay” – Council Member Rosas. Motion carried 5-1.

- 17.(a) Presentation and Discussion regarding the City of Stafford joining the Federal Emergency Management Agency (FEMA) Community Rating System.

- (b) Discussion regarding creating a Drainage and Flood Mitigation Committee for the City of Stafford.

Council Member Bostic spoke on the proposed program and advised that it would cost the City zero dollars. He also spoke on the proposed committee and what the makeup of the committee would be.

Council Member Bostic answered questions from other Council Members.

Council Members discussed what would be needed to implement the program.

- (c) Public Comments on items (a)-(b).

Public Comments were received from the following:

- Cliff Cowperthwait, who lives at 111 Squires Bend, advised that he agreed with all Council Members. He suggested appointing a commissioner so that they could begin working on the process. Mr. Cowperthwait advised that the program would take one to two years to implement. He spoke on details of the program and funding requirements.

- (d) Possible Consideration of appropriate action on items (a)-(b).

City Attorney Bridgette Begle provided a listing of surrounding cities that use the FEMA Community Rating System. She also provided a legal recommendation if a Council Member wished to make a motion.

Council Member Bostic made a motion to authorize Mayor Mathew to have someone to fill out the application, and Council Member Chen seconded the motion. Mayor Mathew, Mayor Pro Tem Chen, and Council Members Bostic, Wood, Caldwell, and Rosas voted “Aye”. “Nay” – None. Motion carried 6-0.

18.(a) Discussion regarding proposals received for legal services.

City Secretary Roxanne Benitez spoke on the proposals received and recommended that the City continue their relationship with Olson and Olson.

Ms. Benitez answered questions from the Council Members.

(b) Public Comments on item (a).

None.

(c) Possible Consideration of appropriate action on item (a).

Council Member Caldwell made a motion to not accept the recommendation and keep legal counsel as is, and Mayor Pro Tem Chen seconded the motion. Mayor Mathew, Mayor Pro Tem Chen, and Council Members Bostic, Wood, Caldwell, and Rosas. Motion carried 6-0.

Council Member Rosas exited the meeting at 10:17 p.m.

19. Council Reports.

Council Member Rosas entered the meeting at 10:18 p.m.

Council Member Wood

- Spoke on mothers and Mother’s Day.
- Congratulated Amanni Karera for competing in the 4A State Tennis Tournament and wished her the best of luck.
- Recognized Jaden Williams, a SMSD sophomore, who placed fourth in the state-wide UIL Creative Writing competition. He also recognized Mr. Romero, who is a teacher, coach, and UIL coordinator.
- Advised that hurricane season starts on June 1 and suggested that everyone update their hurricane kits.

Council Member Bostic

- Recognized the SMSD Middle School Drone Team who competed in San Antonio and did very well. He also recognized Coach Cotton and Coach Thompson.
- Spoke on the passing of Mary Ann Smith. He offered his condolences to Mr. Smith and their family.
- Spoke on the passing of Obinna ‘Obi’ Ezech, a former teammate of his at Michigan University #45.
- Spoke on the passing of William Lawson, a civil rights leader.

Council Member Caldwell

- Offered his condolences to the family of Mary Ann Smith.
- Spoke on the passing of Reverend William Lawson.

Mayor Pro Tem Chen

- Spoke on Asian American Heritage Month. She advised that SMSD had a ceremony in which several people, including herself, were recognized for their contributions to SMSD.
- Advised that the SMSD Education Foundation had their scholarship award ceremony earlier that day.

Council Member Rosas

- Spoke on Mary Ann Smith's commitment as well as contributions to the City. She provided the funeral arrangements.
- Advised that, on March 14, Mayor Mathew, Mayor Pro Tem Chen, and herself attended the retirement reception for Charles Jessup, former mayor of Meadows Place.
- Congratulated Manuel Hinojosa on his re-election to the SMSD Board. She also congratulated Joyce Wilkins on her election to the SMSD Board of Trustees. She advised that the swearing-in would be held on May 16.
- Spoke on the scholarship presentation that was held earlier that day.
- Spoke on the SMSD Education Foundation bowling tournament that would be held on Friday, May 24 at 6:00 p.m.
- Advised that there would be a retirement of flag ceremony on May 27, from 12:30 p.m. to 3:00 p.m.
- Advised that Memorial Day was on Monday, May 27.
- Spoke on Mother's Day and encouraged those who still had their mothers living to love and hug them. She wished all mothers a Happy Mother's Day.

Mayor Mathew

- Spoke on the passing of his mother and stated Happy Mother's Day.
- Spoke on the passing of Mary Ann Smith.

20.(a) Consent Agenda (Items i.-xiii.). Any item tagged will be discussed and considered at the conclusion of this item or at the next regular City Council Meeting; any item approved will include payment of expenses.

(i.) Approval of training requests by Chief of Police Richard Ramirez for the following:

- American Red Cross CPRAED First Aid Instructor course, for R. Rainey, in the amount of \$350.00.
- IACP 2024 Conference, for R. Ramirez, in the amount of \$3390.88.
- Glock Armorer's Course, for R. Rulong, in the amount of \$250.00.
- Glock Armorer's Course, for R. Ward, in the amount of \$250.00.
- IACP 2024 Conference, for K. Wright, in the amount of \$3390.88.

(ii.) Resolution approving the lease agreement with Pitney Bowes for the postage machine.

- (iii.) Training request by Chief Financial Officer Alka Shah to attend the TAAO Truth in Taxation Seminar, in the amount of \$1,454.00.
- (iv.) Resolution denying CenterPoint Energy's rate increase.
- (v.) Resolution adopting monthly rates for residential, commercial, and industrial solid waste collection, residential recycling collection and roll-off services.
- (vi.) Training request by Public Works Superintendent Otis Brown, for T. Lewis, to attend the International Municipal Signal Association conference, in the amount of \$1,735.00.
- (vii.) Training request by Fire Chief Larry DiCamillo, for J. Lopez, J. Maldonado, J. Villarreal, and S. Flagg, to attend the Principles on Enforcement and Abatement training, in the amount of \$300.00.
- (viii.) Training request by Fire Chief Larry DiCamillo, S. Flagg, to attend the TEEEX Foundations of Forensic Photography virtual course, in the amount of \$57.00.
- (ix.) Training request by Fire Chief Larry DiCamillo, for J. Lopez, to attend the Fire Officer II course, in the amount of \$250.00.
- (x.) Training request by Fire Chief Larry DiCamillo, for S. Flagg, to attend a Basic Vehicle Fire Investigations training, in the amount of \$300.00.
- (xi.) Training request by Fire Chief Larry DiCamillo, for J. Lopez and J. Helton, to attend the Fire and Life Safety Education I and II virtual courses, in the amount of \$1,000.00.
- (xii.) Resolution approving the contract, with Granite Government Solutions, for phone services at the Stafford Centre.
- (xiii.) Request by Chief of Police Richard Ramirez for replacement of detective vehicle.

No discussion was held.

(b) Public Comments on item (a).

None.

(c) Consideration of appropriate action on items (i.-xiii.).

Council Member Caldwell made a motion to approve items all items on the Consent Agenda, as presented, and Council Member Bostic seconded the motion. Mayor Mathew, Mayor Pro Tem Chen, and Council Members Bostic, Wood, Caldwell, and Rosas voted "Aye". "Nay" – none. Motion carried 6-0.

- 21.(a) Approval of Minutes from the April 24, 2024 Special Called City Council Meeting.
- (b) Approval of Minutes from the May 1, 2024 Regular City Council Meeting.
- (c) Approval of Minutes from the May 2, 2024 Special Called City Council Meeting.

City Secretary Roxanne Benitez advised that there was a correction on Agenda Item 12 for the May 1, 2024 Regular City Council meeting.

(d) Public Comments on items (a)-(c).

None.

(e) Consideration of appropriate action on items (a)-(c).

Council Member Bostic made a motion to approve all meeting minutes, with the correction, and Mayor Pro Tem Chen seconded the motion. Mayor Mathew, Mayor Pro Tem Chen, and Council Members Bostic, Wood, Caldwell, and Rosas voted “Aye”. “Nay” – None. Motion carried 6-0.

22. Council Member requests for future agenda items.

None.

23. Adjournment.

Mayor Pro Tem Chen made a motion to adjourn the meeting at 10:35 p.m., and Council Member Caldwell seconded the motion. Mayor Mathew, Mayor Pro Tem Chen, and Council Members Bostic, Wood, Caldwell, and Rosas voted “Aye”. “Nay” – None. Motion carried 6-0.

ATTEST:

Roxanne Benitez
City Secretary

Ken Mathew
Mayor